

I. BASIC PROVISIONS

1. Welder's Certification: Any Employer requiring welders to have certification papers shall be responsible for all expenses of taking such tests when that test is taken at the request of the Employer. The Employer shall furnish the welder with a copy of the certification papers if he remains on the job to its completion or for thirty (30) days, whichever comes first.
2. Finishers' Tools: Workmen employed on ornamental iron work shall furnish, for their own use, all necessary hand tools to enable them to effectively install such work. Tools broken on the job, such as drills, taps, hacksaw blades, etc., shall be replaced by the Employer.

Workmen's tools and clothing stored in the Employer's shed or tool box stolen or destroyed by fire, flood or other means will be replaced at the Employer's expense upon notification and presentation of a statement of loss to the Employer or its representative. The Employer may require the workman, prior to starting work, to supply a list of his tools to be protected by this Section.

3. Clothes Replacement: Workmen required to work in any area where they are exposed to acids, caustics or any similar substances which would cause damage to their clothing, shoes, gloves or tools shall be provided protective clothing and equipment by the Employer. Change time shall be done on the Employer's time if their clothing, gloves, shoes or tools are damaged. Such items will be replaced by the Employer.
4. Clothes Room: Each job of sufficient size and length to justify same shall be provided with a shed or room for the employees to change their clothes and keep their tools.
5. Iron Workers Required on Structural Steel Erection: No less than six (6) men and a foreman shall be employed around any guy or stiff leg derrick and, on all mobile or power-operated rigs of any description, no less than four (4) men and a foreman shall be employed. This Section H shall be applied in accordance with International Circular Letter No. 568, dated July 26, 1951.
6. Riveting Gangs: Riveting gangs shall be composed of not less than four (4) men at all times. The Employer may require heaters to have their fires going ready to furnish hot rivets at the regular starting time, but in such event, the heaters shall be paid double time for such time worked before the regular starting time. When three (3) or more riveting gangs are employed on any job, a foreman shall

be employed who shall not be required to work in any riveting gang except where emergencies arise which will require the foreman to temporarily fill in the gang.

This Section may be modified by mutual agreement between the parties from time to time as technological changes in the construction industry make such modifications apparent.

7. Iron Workers Required on Precast Concrete Tilt-Up Wall Panel Erection: No less than two (2) men and a foreman shall be employed on all mobile or power-operated rigs of any description when erecting precast concrete tilt-up wall panels.
8. Senior Employees: It is agreed by the parties hereto there shall be no discrimination as to job opportunities due to the age of the workmen.
9. Construction Elevators: During the erection or construction of buildings, construction elevators or approved man-lifts, as required by state law, will be provided to hoist workmen covered by this Agreement.

J. SAFETY PROVISIONS

1. Planking Floors: Working floors upon which derricks sit must be covered tight with suitable planking over the entire floor except where openings are left for ladders. No more than two (2) floors, or a maximum of twenty-five (25) feet, beneath each riveting scaffold shall remain open or uncovered, and all such floors shall be planked and within a minimum radius of ten (10) feet.

On buildings, bridges or other structures erected or dismantled with mobile cranes or by other methods, planking, decking or nets will be provided.

2. Stiffening and Supporting Working Load Points: When iron is landed on the floor or any point of a structure under construction, all connections shall be fully fitted up and tightened and substantial supports provided to safely sustain such added weight.
3. Riding the Load or Load Falls: No workman shall be permitted to ride the load or load fall except in case of inspection and erection and dismantling of derricks.
4. Slings: Steel cable will be used instead of chains or hemp slings.

5. Communication System: Whenever derricks are used for hoisting structural steel or other materials, a direct wired communication system, telephone or other approved signals shall be used unless manual signals are most appropriate.
6. Protection of Signal Devices: Proper, practical, safe housing, casing or tubing shall be provided for any and every means, method, appliance or equipment employed to transmit or give signals, directing work or operation of any and various devices in connection with work being done by iron workers.
7. Elevator Shaft Protection: No workman will be permitted to work in an elevator shaft while the car is in operation. The first floor beneath and the first floor above workmen shall be planked safe in all elevator shafts.
8. Isolated Areas: No iron worker will be required or permitted to work in an isolated hazardous area by himself where he may be cut off from immediate assistance in the event of an emergency.
9. Floats: All floats shall be not less than 3' x 6' x 3/4" in size and supporting ropes shall be **one-inch** manila rope or equivalent. A Safety harness must be worn at all times when working on floats.
10. Overhead Cranes: When ironworkers are performing work in or about overhead crane rails and the cranes are actively in operation, one (1) or more ironworkers shall be provided, in a suitable location, to serve as safety men for the protection of the workmen.
11. Planking: All structural members which have projections, such as studs, etc., will be covered with planking or other suitable covering prior to erection to prevent the possibility of a tripping hazard.

K. BONDING PROVISIONS FOR TRUST FUNDS

Should the Employer be adjudged by a majority of the Board of Trustees of the Iron Workers' Fringe Benefit Trust Fund to be a recurrent delinquent in the payment of fringe benefits, the Employer shall be required to post a cash or surety bond in the amount of Ten Thousand Dollars (\$10,000) covering fringe benefits under this Agreement. Such bond shall be deposited with a custodian designated by the parties within ten (10) days from the date of notice to the Employer of the requirement to provide the bond. Such notice must be sent by registered mail with return receipt.

Failure to comply with this provision is a violation of this Agreement and the provisions of Article – “No Strikes or Lockout”, shall not be applicable or in force during the period of noncompliance. Such bond shall remain posted until released by the Trustees under regulations adopted by the Trustees of the appropriate Trust Fund.

The Union shall be required to furnish the Employer with a current list of those contractors who are adjudged recurrent delinquents and shall be obligated to notify the Employer by registered letter of any contractor or subcontractor adjudged delinquent.

L. HIRING/REFERRAL PROCEDURES

1. In order to maintain an efficient system of production in the industry, to provide for an orderly procedure for the referral of applicants for employment, and to preserve the legitimate interests of employees in their employment, the Employer and the Union agree that, when the Employer requires workmen to perform any work covered by this Agreement, it shall hire applicants for employment to perform such work in accordance with this Agreement.
2. The Employer shall have the right to employ directly a minimum number of key employees who may include a general foreman and foreman. In addition, the Employer shall have the right to employ directly on any job in the locality in which the Employer maintains a principal place of business all employees required on such job or jobs, provided such employees are regular employees of the Employer who have been employed by it fifty percent (50%) of the working time of the applicants during the previous twelve (12) months, and on jobs of the Employer located outside the locality in which it maintains a principal place of business forty percent (40%) of such employees.

For the purpose of this Section, locality shall mean:

- Area No. 1 - Jurisdiction of Local Unions Nos. 377 and 378;
- Area No. 2 - Jurisdiction of Local Unions Nos. 416, 433 and 792;
- Area No. 3 - Jurisdiction of Local Union No. 229;
- Area No. 4 - Jurisdiction of Local Union No. 155;
- Area No. 5 - Jurisdiction of Local Union No. 118.

3. All other journeymen required by the Employer shall be furnished and referred to the Employer through the hiring office of the appropriate local union.

4. The Employer shall have the right to reject any applicant referred by the appropriate local union, subject to the provisions of Article 21, Reporting Time and Minimum Pay.
5. Selection and referral of applicants to jobs shall be on a nondiscriminatory basis and shall not be based on, or in any way affected by, Union membership, bylaws, rules, regulations, constitutional provisions, or any other aspect or obligation of Union membership, policies or requirements. The selection and referral of applicants shall be operated in accordance with the following plan:

Any workman desiring employment in work covered by this Agreement shall be registered in one of the groups listed below. Each such workman shall be registered in the highest priority group for which he qualifies.

GROUP A

All applicants for employment who have worked at the trade as journeymen or apprentices in work of the type covered by this Agreement for the past three (3) years in the geographic area covered by the District Council of Iron Workers of the State of California and Vicinity; provided, however, if such applicants request registration in this Group with the designation of a particular classification or classifications and specialty or specialties, they shall have worked at least six (6) months within the three (3) years immediately preceding such registration in such classification or classifications and specialty or specialties.

GROUP B

All applicants for employment who have worked at the trade as journeymen or apprentices in work of the type covered by the District Council of Iron Workers of the State of California and Vicinity for the past four (4) years; provided, however, if such applicants request registration in this Group with the designation of a particular classification or classifications and specialty or specialties, they shall have worked at least nine (9) months within the four (4) years immediately preceding such registration in such classification or classifications and specialty or specialties.

GROUP C

All applicants for employment who have worked at the trade as journeymen or apprentices in work of the type covered by the District Council of Iron Workers of the State of California and Vicinity for the past two (2) years or more and who have, for the past year, actually resided within the geographic area covered by this the District Council of Iron Workers of the State of California and Vicinity.

GROUP D

All applicants for employment who have worked at the trade in work of the type covered by the District Council of Iron Workers of the State of California and Vicinity for one (1) year or more immediately preceding the date of their registration.

GROUP E

All other applicants for employment.

6. Each local union shall maintain each of the separate Group lists set forth above, which shall list the applicants within each Group in the order of the dates they registered.
7. The Employer shall advise the appropriate local union of the number and classification or classifications and specialty or specialties of applicants required. The appropriate local union shall refer applicants to the Employer by first referring applicants in Group A in the order of their places on said list and then referring applicants in the same manner successively from the lists in Group B, then Group C, then Group D, then Group E.
8.
 - a. Any individual desiring employment shall register at the appropriate local union by appearing personally and shall indicate his name, address, telephone number, social security number, classification or classifications and specialty or specialties of the type of work desired, the date of such registration and other pertinent information, if required.
 - b. Available for employment shall mean:
 - i) All individuals seeking employment under Subsection H.1 above shall be in the local union at regularly established roll-call time.
 - ii) All individuals eligible for referral shall be present at the local union during dispatching hours, provided they may be present at a location where they can be reached by telephone if they live in a remote area or, due to extenuating circumstances, cannot be personally present.
 - c. Dispatching hours shall be from 7:00 a.m. to 9:30 a.m. daily (Saturdays, Sundays, and recognized holidays excluded). In emergency cases, workmen may be dispatched other than at dispatching times.
 - d. Each individual, upon being referred, shall receive a referral slip to be transmitted to the employer representative at the jobsite, indicating his name,

address, social security number, type of job, date of proposed employment and date of referral.

- e. To ensure the maintenance of a current registration list, all individuals who do not register or notify the Union in writing of their availability within one (1) week of their previous registration shall be removed from the registration list. If such individuals reregister pursuant to the provisions of this Section, they shall maintain their previous position on such list.
 - f. Individuals shall be eliminated from the registration list for the following reasons:
 - i) Dispatched to the job, except that any individual who is rejected by the Employer shall retain his position on said list.
 - ii) Unavailable for employment during the current week.
 - iii) Any individual dispatched to a job who fails to report for work shall be placed at the bottom of the list provided he reregisters.
 - iv) Any individual dispatched to a job and who reports for work in an intoxicated condition, thereby being unfit for work, shall be placed at the bottom of the list provided he reregisters.
 - g. No individual who is rejected by the Employer shall be referred to such Employer with respect to the same request pursuant to which he was initially referred.
- 9. The order of referral set forth above shall be followed except in cases where the Employer requires and calls for applicants possessing special skills and abilities, in which cases the appropriate local union shall refer the first applicants possessing such special skills and abilities in the order they appear on the appropriate register.
 - 10. No provision of this Section shall constitute a limitation on the right of the Employer to transfer workmen on its payroll from time to time and from place to place at the discretion of the Employer, provided it secures fifty percent (50%) of its workmen from the local union having jurisdiction.
 - 11. At the Nevada Test Site, apprentices shall be hired and transferred in accordance with the Memorandum of Agreement attached to this contract. The hiring procedures shall not apply to the hiring of apprentices.

12. In the event the referral facilities maintained by the appropriate local union are unable to fill the requisition of the Employer for employees within a forty-eight (48) hour period after such requisition is made by the Employer (Saturdays, Sundays and holidays excepted), the Employer may employ applicants from any source. In such event, the Employer will notify the appropriate local union of the names and dates of such hirings. Such notifications shall be given promptly, but not to exceed twenty-four (24) hours after such hiring (Saturdays, Sundays and holidays excepted).
13. In the event any job applicant is dissatisfied with his group classification or his order of referral in that such applicant claims he was not placed in the proper group set forth above or is aggrieved by the operations of the hiring arrangement or the provisions of this Section, such aggrieved job applicant may appeal in writing within ten (10) days from the day on which his complaint arose to an appellate tribunal consisting of a representative selected by the Employer, a representative selected by the Union, and an impartial umpire appointed jointly by the Employer and the Union. The decision of the appellate tribunal shall be final and binding.
14. In cases where the Employer hires men in accordance with Group A hereof, the individual employer may hire employees by name from the local union, and succeeding employees hired by name shall be in the ratio of one (1) for each one (1) employee hired. Such name hiring shall be without regard to the position of the men requested on the registration lists.
15. It is mutually agreed by the Employer and Union to comply fully with all the provisions of Title VII of the Civil Rights Act of 1964, Presidential Executive Orders Nos. 10925 and 11246, and any subsequent Executive Orders or regulations, to the end that no person shall, on the grounds of sex, race, color, national origin, age, handicap, or veteran status, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination by not having full access to the contents of the hiring procedures of this Agreement.
16. All of the parties signatory hereto agree that any and all liability which may arise to any person, or in any proceedings in any court or before any governmental agency, in connection with the carrying out of the provisions of this Article, shall be several only. This limitation against joint liability is deemed necessary by the parties because of the fact, recognized by each of them, that the parties will act severally, and not jointly, in such

matters and will, in so acting, not be subject to the control of any of the other parties.

17. The Employer agrees to give priority in pre-employment processing to applicants for employment referred to the Employer by the Unions signatory hereto directly from Los Angeles or from Fresno, California. The Employer agrees to pay applicants for employment who are referred from Los Angeles or Fresno, California, directly to the Employer a minimum of four (4) hours at the straight-time rate for each day spent in pre-employment processing unless the applicant is not able to perform the job to which he is referred because of his own lack of qualifications or for some other reason which is the applicant's own responsibility. This minimum guarantee shall not apply to Saturdays, Sundays or holidays and shall not apply to any applicants referred by the Union from Las Vegas or any other location in the State of Nevada. The Employer and the Unions signatory hereto agree to take all possible steps to coordinate their efforts in terms of pre-employment processing of applicants referred directly from Los Angeles or Fresno, California, so that such processing may be handled in the most efficient manner possible.

M. UNION SECURITY

1. To the full extent permitted by law, every person performing work covered by this Agreement, who is a member of the Union and in the employment of the Employer on work covered by this Agreement on the effective date of this Agreement, shall, as a condition of employment or continued employment, remain a member in good standing of the Union in the appropriate Local Union of the Union. Every other person covered by this Agreement and employed to perform work covered by this Agreement shall be required, as a condition of employment, to apply for and become a member of, and to maintain membership in good standing in the Union in the appropriate Local Union of the Union which has territorial jurisdiction of the area in which such person is performing work on or after the expiration of eight (8) continuous or accumulative days of employment on such work with the Employer following the beginning of such employment, or the effective date of this Agreement, whichever is later. Membership in any Local Union shall be available to any such person on the same terms and conditions generally applicable to other applicants for membership.
2. The Employer shall not be required to discharge any employee pursuant to this Section until a written request from the Local Union for such action, stating all pertinent

facts showing the noncompliance, shall have been served upon the Employer or its agent or representative, and two (2) working days have been allowed for compliance therewith. The removal and replacement of any workman upon prior written notice to the Employer shall not interrupt or interfere with the progress of the work.

3. No employee shall be discharged or discriminated against for activity in, or representation of, the Union or any Local Union.

The Union shall be the sole judge of the qualifications of its members.

4. The individual Employer shall be the sole judge of the qualifications of all of its employees and may, on such grounds, discharge any of them.

Project Labor Agreement for Construction
Laborers' International Union of North America
Local Union No. 872

APPENDIX A
EFFECTIVE 10/1/02 through 9/30/07

The work covered by this Agreement may include, but shall not be limited to, all classifications of work contained in the Laborers' International Union Jurisdictional manual, which is included herein by reference.

- A. CLASSIFICATIONS AND WAGE RATES:** The applicable hourly Wage Rates for the following classifications covered by this agreement are identified in the Wage and Benefits Supplement to this Project Labor Agreement.

Classifications:

LABORER I

Building/Office Cleanup
Cement Dumper
Cesspool Digger & Installer
Concrete Curer
Dry Packing Concrete & Filling of Form Bolt Holes
Fence Builder
Fine Grader, Highway & Street
Flagperson
Gas & Oil Pipeline Laborer
Gas & Oil Pipeline Wrapper - Pot Tender and Form Man
Guinea Chaser
Laborer - Packing Rod Steel and Plans
Laborer - General (Construction Cleanup, etc.)
Laborer - Demolition
Landscape Gardener, Nurseryman and Grounds Keeper
Making & Caulking of all nonmetallic pipe joints
Paving, Airport Runways & similar work
Rip Rap Stone Paver
Roto-Scraper
Sandblaster (Pot Tender)
Scaler
Septic Tank Digger & Installer (Leadman)
Tank Scaler and Cleaner
Tool Attendant (jobsite only)
Tree Climber, Faller, Chain Saw Operator, Pittsburgh Chipper
and similar type brush shredders
Window Cleaners

LABORER II

Asbestos Abatement/Rad Worker
Asphalt Raker, Ironer, Spreader
Buggymobile Man
Concrete Core Cutter, Sawman and Cement Grinding Operator
Cribber or Shorer
Cutting Torch Operator (demolition)
Driller
Gas and Oil Pipeline wrapper
Head Rock Slinger
Jackhammer, Driller and/or Pavement Breaker
Laying of all nonmetallic pipe, including sewer pipe, drain pipe
and underground tile
Machine Tool Operator (operators and tenders of pneumatic &
electric tools, vibrating machines, and similar mechanical
tools not separately classified herein, including hand
guided ditch witch and hand-type roller)
Pesticide, Herbicide, Insecticide Applicator
Powderman
Rock Slinger
Sandblaster (nozzleman)
Steel Headerboard Man

- B. MONETARY INCREASES:** The hourly monetary package increases for the first three years of this agreement are identified in the Wage and Benefits Supplement to this Project Labor Agreement.

The Union shall have the option of distributing these increases or any portion of these increases to the hourly wage rate or legally established Fringe Benefit/ Contribution Funds. It shall be understood, however, that the Union must notify BNC and BSC at least forty-five (45) days in advance of the proposed effective date of the allocation of such monies.

The wage rates effective October 1, 2004, shall remain in effect until the 1st day of October 2005, and shall continue from year to year thereafter unless BNC, BSC or the Union shall give written notice to the other of a desire to change, amend, or modify such wage rates at least ninety (90) days prior to October 1, 2005.

In the event notice of desire to change, amend, or modify the wage rates of this Agreement is given in accordance with the above, and agreement on a new wage rate is not consummated on or before October 1, 2005, Section 1 and Section 2 of Article -"No Strike, No Lockout" will be suspended solely as to such wage dispute, and until such wage dispute is resolved. All other provisions of this Agreement shall continue in full force and effect.

C. **FRINGE BENEFITS:** The Employer shall pay in accordance with the provisions identified below. Specific monetary amounts are identified in the Wage and Benefits Supplement to this Project Labor Agreement.

1. **HEALTH AND WELFARE:** The Employer shall contribute per hour for all hours worked by or paid to employees covered by this Agreement to the Laborers' Health and Welfare Trust Fund.
2. **PENSION:** The Employer shall contribute per hour for all hours worked by or paid to employees covered by this Agreement to the Laborers' Pension Trust Fund.
3. **SAVINGS FUND:** The Employer shall contribute (add to base wage, tax and deduct) per hour for each hour worked or paid to employees covered by this Agreement, and pay said amount to an account maintained in the employee's name at a Financial Institution authorized by the Union.

Neither the Employer nor the Union shall have any control over the individual accounts established in each employee's name.

Any monies deposited in these accounts shall be under the exclusive control and discretion of the employee in whose name the account is established and may be withdrawn at any time subject only to such rules and regulations as the Financial Institution has adopted or may adopt pursuant to its charter.

The Employer's sole responsibility under this section shall be to pay the amounts described herein.

Authorized Laborer Political Action League contributions will be deducted from this fund.

- a. **LABORERS POLITICAL ACTION LEAGUE**
Subject to the conditions below, the Employer agrees that each employee may give written authorization to the Board of Trustees of the Laborers Vacation Trust Fund to deduct from the funds held by the Trustees in the employee's behalf the amount designated in the authorization card for each hour of employment (hours worked or paid) in each payroll period as a voluntary donation to the Laborers Political Action League for political purposes.

The Union shall bear the entire responsibility for obtain the appropriate written authorization from the employee and furnishing the authorization to the Board of Trustees in a form satisfactory to the

Trustees. All costs, expenses and fees of the Board of Trustees incidental to the accounting, administration, and remittance to the Laborers Political Action League of the payment shall be borne solely and entirely by the Laborers Political Action League. The Employers and the Union agree to amend the Agreement and Declaration of Trust in the Laborers Vacation Trust for the purpose of providing for the deduction for the forgoing purpose. This provision shall in no way affect the obligation of the Employer to pay the full amount of vacation contributions specified in this Agreement.

4. **LIUNA NATIONAL LABORERS EMPLOYERS COOPERATION AND EDUCATION TRUST FUND:** Each Employer shall contribute to the LIUNA National Laborers Employers Cooperation and Education Trust Fund the amount designated in the Wage and Benefits Supplement to this Agreement. Such contribution shall be made payable to the Construction Industry and Laborers Health and Welfare Trust and shall be remitted by the Trust to the National Laborers Employers Cooperation and Education Trust Fund.
5. **LABORERS HEALTH AND SAFETY FUND OF NORTH AMERICA:** Each Employer shall contribute to the Laborers Health and Safety Fund of North America the amount designated in the Wage and Benefits Supplement to this Agreement. Such contribution shall be made payable to the Construction Industry and Laborers Health and Welfare Trust for the purpose specified herein and shall be remitted by the Trust to the Laborers Health and Safety Fund of North America.

D. PREMIUMS

1. HIGH TIME/HAZARD PREMIUM

SECTION 1. On jobs where members are required to work from trusses, scaffolds, frames, ladders, etc., at a distance of forty (40) feet or more from the ground or floor level, they shall be paid Fifty Cents (\$.50) premium pay per hour.

SECTION 2. Hazard premium shall be paid to employees only where there is an actual exposure to the hazard. Hazard premium need not be paid where the erection of railings, guards or other adequate safety measures effectively eliminates the hazard of a free fall.

SECTION 3. Hazard premium shall be paid only for the actual hours of exposure. Hazard premium shall be paid in one (1) hour increments.

SECTION 4. The hazard premium shall be paid only to the members of a crew exposed to the hazard.

SECTION 5. Hazard premium shall not be paid to the Foreman or General Foreman unless he is exposed to the hazard.

2. **RESPIRATOR PREMIUM:** Employees required by the Employer to wear a respirator which requires a fit card, shall receive a premium of One-Dollar (\$1.00) above their straight-time rate of pay, for a minimum of a half shift or maximum of a full shift, based on half shift wear.

E. FOREMEN AND GENERAL FOREMEN

1. **FOREMAN DIFFERENTIAL:** Employees designated by the Employer as Foreman or General Foreman shall be paid at a rate of One Dollar and Seventy-Five Cents (\$1.75) per hour, respectively, more than the highest minimum rate of the employees over which he has supervision. This includes working and non-working Foreman.

2. **FOREMAN ASSIGNMENTS:**

Whenever there are more than two (2) journeymen employed, one must be designated as a Foreman who will be allowed to work with their tools. A Foreman may work with their tools until they supervise more than six (6) employees at which time they will become a non-working Foreman. Foreman shall not be required to supervise more than ten (10) craft employees.

When more than ten (10) employees are employed under this agreement, additional Foreman shall be designated. The need for additional Foreman shall be based on work scope, crew size, location of project, safety considerations, etc. When two (2) journeymen are working alone and one (1) is required to make decisions applicable to Foreman duties, one shall be designated as a Foreman.

In the event more than two (2) Foremen are employed and a third Foreman is required, one of the Foremen shall be designated as a General Foreman.

Normal procedure shall be for the Foreman to direct Journeymen and the General Foreman to direct Foremen; however, the nature of the operations involved may, at times, require direction other than the normal procedures set forth herein, on a limited basis.

F. APPRENTICE:

1. The Employer and the Union recognize the need and desirability of an Apprentice training Program which is approved by the State of Nevada and which meets the needs of Employers for skilled labor. Accordingly, the Employer and the Union hereby agree to fund an Apprenticeship Training Program through the Southern Nevada Laborers Local 872 Training Trust which shall be responsible for creating, implementing and administering an Apprenticeship Program.
2. The Training Trust may establish a Joint Apprenticeship and Training Committee as may be authorized or permitted by the Training Trust. The Trust may delegate to the Committee such responsibilities and authority as is authorized by the Trust Agreement and deemed necessary by the Trustees. The Trust and/or Committee may establish such rules, policies and procedures as deemed necessary and appropriate for the recruiting, enrollment, training and graduation of Apprentices, in accordance with the Bureau of Apprenticeship Training and/or the Nevada State Apprenticeship Council written policies, and procedures. An Apprentice may be removed from training at any period of apprenticeship for violation of any of the Trust's or Committee's rules, policies, and procedures including drug and alcohol testing policies. Such removal cancels the classification of Apprentice and the opportunity of the Apprentice to continue Apprentice training, whether on the job training (OJT), classroom training or other training.
3. There shall be a minimum length of training of 4,432 hours consisting of 4,000 hours of on-the-job training and 432 hours of related training, including classroom instruction. In order to provide diversity of training and work opportunities, the Trust or Committee shall have full authority to transfer Apprentices from one job or Employer to another. All transfers and assignments for work shall be issued by the Trust or Committee and the referral office must be so notified.

4. The Employer may employ Apprentices, when available, at the following ratios: One (1) Apprentice for the first Journeyman and not more than one for every five (5) Journeymen thereafter:

1 Journeyman – 1 Apprentice
2 Journeymen – 1 Apprentice
3 Journeymen – 1 Apprentice
4 Journeymen – 1 Apprentice
5 Journeymen – 1 Apprentice
6 Journeymen – 2 Apprentice
7 Journeymen – 2 Apprentice
8 Journeymen – 2 Apprentice
9 Journeymen – 2 Apprentice
10 Journeymen – 2 Apprentice
11 Journeymen – 3 Apprentice
12 Journeymen – 3 Apprentice

For additional Journeymen, a continuation of these ratios will apply. (These ratios will be effective, and can be amended from time to time, only after approval by the Nevada State Apprenticeship Council and/or the Bureau of Apprenticeship and Training).

NOTE: Section XIV, entitled "Ratio of Apprentices to Journeyman" of the Apprentice Standards does not specifically address the application of the ratios to multiple work sites of ambulatory contractors. Therefore, upon inquiry or appeal by an ambulatory contractor, the Trustees will interpret the ratios set forth in section XIV to apply to the employer's journeymen work force as a whole, and not to a particular work site of the ambulatory contractors.

G. SUPPLEMENTAL DUES

The Employer and Union agree that each employee may give written authorization to a Financial Institution identified by the Union to pay to the Union from funds held by the Financial Institution on his behalf, an amount agreed upon between the employee and the Union for each hour of his employment (hours worked or paid) in each payroll period as supplemental dues owed by the employee to the Union.

The Union shall bear the entire responsibility for obtaining the voluntary written authorization from the employee, signed by the employee and furnishing the authorization to FIB in a form satisfactory to Bank officials. All costs, expenses and fees of the Bank incident to the accounting, administration and remittance to the Union of the supplemental dues payments shall be borne solely and entirely by the Union.

All written authorizations referred to above shall be irrevocable for a period of one year from the date of execution and shall renew automatically from year to year thereafter, unless the employee has given written notice to the Bank and to the Union, not more than twenty (20) days and not less than (10) days prior to the expiration of each period of one year or of the period of this Agreement, whichever is sooner, terminating the authorization.

The Employer shall not be liable for any claims which may arise by virtue of this provision.

This provision shall not affect the obligation of the Employer to pay the full amount of contributions to the individual Savings Fund accounts as specified elsewhere in this Agreement.

H. BONDING PROVISIONS FOR TRUST FUNDS

Should the Employer be adjudged by a majority of the Board of Trustees of the Laborers' Fringe Benefit Trust Fund to be a recurrent delinquent in the payment of fringe benefits, the Employer shall be required to post a cash or surety bond in the amount of Ten Thousand Dollars (\$10,000) covering fringe benefits under this Agreement. Such bond shall be deposited with a custodian designated by the parties within ten (10) days from the date of notice to the Employer of the requirement to provide the bond. Said notice must be sent by registered mail with return receipt.

Failure to comply with this provision is a violation of this Agreement; and the provisions of the No Strikes or Lockouts Article, shall not be applicable or in force during the period of noncompliance. Such bond shall remain posted until released by the Trustees under regulations adopted by the Trustees of the appropriate Trust Fund.

Every Employer signatory to this Agreement shall assume and is liable for the Fringe Benefits set forth in Section C of this Appendix.

I. LEAVE OF ABSENCE WITHOUT PAY

An employee covered by this Agreement may upon his/her request be granted a leave of absence without pay for a period of one (1) week or longer for the purpose of taking a vacation. Such leave time shall be granted at the discretion of the supervision involved. However, supervision will not unreasonably deny approval of such leave requests.

J. CHECKOFF OF DUES ASSESSMENT

SECTION 1. Upon receipt of an authorization signed by any employee covered by this Agreement and upon notification from the Union, the Employer shall, in accordance with the terms of such authorization and in acceptance with this Agreement, deduct from such employee's earnings, on the first pay period of each month, the amount owed to the Union by the employee for his/her monthly Union dues for each month subsequent to the date of the receipt of the Union notification.

SECTION 2. Should any employee who has executed the authorization have no earnings due him/her on the first pay period of any month or should any employee's earnings be less than the amount owed or due, deduction shall be made from that employee's earnings on the first pay period of the succeeding month in which his/her earnings are sufficient to cover such dues owed by such employee.

SECTION 3. Upon receipt of an authorization signed by any employee covered by this Agreement and upon notification from the Union to deduct initiation and/or reinstatement fees, the Employer shall withhold from such employee's earnings an amount for payment of initiation and/or reinstatement fees. The amount withheld from the earnings of the employee shall be deducted and, when the full amount of such fee has been withheld from such employee's earnings, such authorization shall be null and void and shall thereafter have no further force or effect as to the authorization and/or reinstatement fee involved. However, if the same authorization covers dues, it shall continue in effect as to dues deductions unless revoked in accordance with Section 6.

SECTION 4. The Employer shall promptly mail to the Secretary-Treasurer of the Union a check made payable to the Union for the amount of dues or fees the Employer has withheld during the month involved in accordance with the above provisions. This check shall be accompanied by a list, in duplicate, containing the names of employees and the amount deducted from each employee's earnings. Upon receipt of such check and list, said Secretary-Treasurer of the Union shall sign one (1) copy of such list, acknowledging

receipt thereof, and promptly return such signed list to the Employer.

SECTION 5. Nothing contained herein shall permit the deduction by the Employer of any assessments levied or established by the Union.

SECTION 6. The aforementioned authorization directing the Employer to make the deductions provided for above, which was executed by the employee, shall be irrevocable for the period of this Agreement or for one (1) year, whichever is the lesser and shall automatically renew itself for successive yearly or applicable agreement periods thereafter, whichever is lesser, unless the employee gives written notice to the Employer and the Union by certified mail, return receipt requested, at least sixty (60) days and not more than seventy-five (75) days before any periodic renewal date, advising the Employer and the Union of that employee's desire to revoke the authorization.

SECTION 7. It is recognized that the provisions of this Article are incorporated into this Agreement for the convenience of the employees covered by this Agreement and who desire that their initiation and/or reinstatement fees or monthly dues be deducted from their earnings. It is expressly understood that once the employee voluntarily executes an authorization, neither the Employer nor the Union shall be under any liability to any employee signatory to such authorization with respect to the deductions provided herein.

Furthermore, the Union agrees that upon receipt of proper proof it will refund to the Employer any Union dues, initiation and/or reinstatement fees erroneously or improperly withheld from an employee's earnings by the Employer, which had been transmitted by the Employer to the Union.

SECTION 8. The Union agrees to indemnify the Employer and hold it harmless against any and all claims, suits, or other forms of liability that may arise out of any actions which have been requested by the Union in complying with the provisions of this Article.

SECTION 9. The Union dues, initiation and/or reinstatement fees charged to employees covered by this Agreement shall be in accordance with the Union's local bylaws and constitution.

K. RADIATION EXPOSURE

SECTION 1. It is recognized employees may be required to work in contaminated areas and, when required to do so,

these employees may receive radiation exposures which will prohibit them from continuing to work in a radex (radiation exposure) area for a period of time because of certain governing restrictions imposed by the Department of Energy.

In the event an employee is removed from their work assignment due to exposure to radiation, they will not be terminated for this reason, but will be transferred to another job at a comparable hourly rate and will remain in such employment until:

- a) It is determined by competent authority under Department of Energy regulations that they can return to their previous assignment, or
- b) Both the work of their previous assignment and current assignment have been completed and their termination is due to lack of work and not radiation exposure.

Time spent at the direction of the Employer by any employee for showers, examinations, etc., due to radiation exposure shall be paid for at the appropriate rate.

L. REFERRAL PROCEDURES

The Employer agrees to abide by the Unions Referral Procedures, not inconsistent with the Terms and Conditions of this Agreement, and in accordance with their Master Labor Agreement, hereby incorporated by reference.

- M. OVERTIME ASSIGNMENTS** When work is performed on schedule overtime days, the Union Steward shall be offered the opportunity to work on such day(s), provided they are qualified to perform the work.

Project Labor Agreement for Construction
International Union of Operating Engineers
Local Union No. 12

APPENDIX A
EFFECTIVE 10/1/02 through 9/30/07

I. CONSTRUCTION AND DRILLING

A. CLASSIFICATIONS AND WAGE RATES - OPERATING ENGINEERS:

Employees covered by this agreement may be reclassified by the Employer to any classification covered under this Appendix A provided they are qualified to perform the work of that classification.

1. Classifications

Group 1

Air Compressor, Pump or Generator Operator
Blade Operator Assistant
Engineer-Oiler and Signalman
Heavy-Duty Repairman Helper
Rotary Drill Helper (Rotary and Core)
Steam Cleaner/Pressure Washer
Switchman or Brakeman

Group 2

Concrete Mixer Operator, Skid Type
Conveyor Operator and Beltman
Fireman
Generator, Pump or Compressor Operator (2 to 5 Units inclusive; over 5 units, \$.10 per hour for each additional unit up to 10 units; portable units)
Generator, Pump or Compressor Plant Operator
Hydrostatic Pump Motorman (Rotary and Core)
PJU Side Dump Jack
Screening and Conveyor Machine Operator (or similar type)
Skiploader, Wheel type, Ford, Ferguson, Jeep or similar type, 3/4 yard or less (without drag-type attachments)
Temporary Heating Plant Operator
Truck Crane Oiler

Group 3

A-Frame or Winch Truck Operator
Bobcat or similar type (Skid Steer)
Derrick man (Rotary and Core)
Dinky Locomotive or Tunnel Motor Operator

Elevator Hoist Operator
Equipment Greaser
Ford, Ferguson or similar type (with drag-type attachments)
Global Position Systems Chainman and Rodman
Hydra-Hammer or similar type equipment
Material Hoist/Outside Manlift Operator
Power Concrete Curing Machine
Power Concrete Saw Operator (or similar type)
Power-Driven Jumbo Form Setter Operator
Rodman and Chainman
Ross Carrier Operator
Self-Climbing Scaffold (or similar type)
Self-Propelled Tar Pipelining Machine Operator
Stationary Pipe Wrapping and Cleaning Machine Operator
Towblade Operator

Group 4

Asphalt Plant Fireman
Boring Machine Operator
Boring System Electronic Tracking Locator
Boxman or Mixer Box Operator (concrete or asphalt plant)
Fishing Tool Engineer
Highline Cable way Signalman
Horizontal Directional Drilling Machine
Instrument man
Locomotive Engineer
Micro Tunneling (above ground tunnel)
Mud Plant Operator
Power Sweeper Operator
Roller Operator, Compacting
Screed Operator
Seeder
Trenching Machine Operator (up to 6-foot depth capacity,
manufacturer's rating)
Vacuum Truck

Group 5

Asphalt or Concrete Spreading Mechanical Tamping or
Finishing Machine Operator - roller (all types and sizes),
soil cement asphalt-finish
Asphalt Plant Engineer
Deck Engine Operator
Grade Checker Pavement-Breaker Operator
Pneumatic Heading Shield - Tunnel
Road Oil Mixing Machine Operator
Forklift, under five (5) tons
Rubber-tired, Heavy-Duty Equipment Operator - Oshkosh,
DW, Euclid, Le Tourneau, La Plant-Choate, or similar
type equipment, with any type attachments
Skiploader, Wheel type, over 3/4 yards, up to and
including 1-1/2 yards

Slip Form Pump Operator (power-driven hydraulic lifting device for concrete forms)
Tractor Operator - drag-type shovel, bulldozer, tamper, scraper, and push tractor

Group 6

Batch Plant Operator
Bulk Plant Operator
Concrete Mixer Operator - Paving
Concrete Mobile Mixer Operator
Concrete Pump or Pumpcrete Gun Operator
Crushing Plant Engineer
Dandy Digger
Driller (Rotary and Core)
Elevating Grade Operator
Forklift Operator - over five (5) tons
Grade-All Operator
Heavy Duty Welder
Highline Cable way Operator
Hoist Operator
(Chicago Boom and Mine)
Jumbo Pipe Carrier
Kolman Belt Loader and similar type
Lift Slab Machine Operator
Loader Operator - Athey, Euclid, Hancock, Sierra or similar type
Machinist Operator
Micro Tunnel System (below ground)
Motor Patrol Operator (any type or size)
Ozzie Padder (or similar type)
Party Chief
Pneumatic Concrete Placing Machine
Operator - Hackley-Presswell or similar type
Pneumatic Pipe Ramming Tool (and similar types)
Rotomill Operator
Sewer Plant Operator
Shovel, Backhoe, Dragline, Clamshell, Derrick, Derrick Barge, Crane, Pile Driver and Mucking Machine Operator
Shuttle Buggy
Skiploader: Wheel type, over 1-1/2 yards
Surface Heater and Planer Operator
Tractor Loader Operator - Crawler type - all types and sizes
Tractor Operator, with boom attachments
Traveling Pipe Wrapping, Cleaning and Bending Machine Operator
Trenching Machine Operator (over 6-foot depth capacity, manufacturer's rating)
Tunnel Boring Machine Operator
Water Pull (Compaction)

Group 7

Global Position Systems Party Chief
Heavy Duty Repairman

Group 8

Combination Heavy Duty Repairman and Welder

Group 9

Rubber Tired, any Tandem, Multiple engine
Earth-Moving Equipment Operator

2. APPRENTICES

Each Employer who employs over five (5) Operating Engineers on any one (1) job or project covered by this Agreement or, if there are not over five (5) Operating Engineers on any one (1) job or project, who employs eleven (11) Operating Engineers on all company jobs or projects covered by this Agreement, shall have a minimum of one (1) Apprentice in his employ, if available. Thereafter, he shall include an additional Apprentice in each six (6) Operating Engineers employed after the first six (6) on any job or project covered by this Agreement or in each twelve (12) Operating Engineers employed after the first fifteen (15) on all company jobs or projects covered by this Agreement. Preferred workmen and non working Foremen will not be considered in determining the number of Operating Engineers employed for the purposes of this section.

Apprentices shall be paid the following percentages for classifications of work in which they are engaged:

a) Applicable to Heavy Duty Repairperson, Equipment Operator, including Excavating, Grading and Paving Equipment Operator, and Rotary or Core Drill Helper Operator:

| | |
|----------------------------|---------------------|
| 0-1000 hours - Step I | 50% of Group 5 rate |
| 1000-2000 hours - Step II | 55% of Group 5 rate |
| 2000-3000 hours - Step III | 60% of Group 5 rate |
| 3000-4000 hours - Step IV | 70% of Group 5 rate |
| 4000-5000 hours - Step V | 80% of Group 5 rate |
| 5000-6000 hours - Step VI | 90% of Group 5 rate |

b) Applicable to Machinist Operator and Surveyor:

| | |
|----------------------------|---------------------|
| 0-1000 hours - --Step I | 60% of Group 5 rate |
| 1000-2000 hours - Step II | 65% of Group 5 rate |
| 2000-3000 hours - Step III | 70% of Group 5 rate |
| 3000-4000 hours - Step IV | 75% of Group 5 rate |
| 4000-5000 hours - Step V | 80% of Group 5 rate |
| 5000-6000 hours - Step VI | 85% of Group 5 rate |

| | |
|-----------------------------|---------------------|
| 6000-7000 hours - Step VII | 90% of Group 5 rate |
| 7000-8000 hours - Step VIII | 95% of Group 5 rate |

It is understood that the Apprentices will still be required to have 6,000 or 8,000 work hours during the program in order to graduate from the program as applicable.

- c) When an Apprentice is used in lieu of the Operator or Oiler of equipment carrying a special equipment premium, as specified in the Special Equipment Premiums provision of this Appendix A, the Apprentice shall be paid said premium in addition to the rate specified above:

When an apprentice is used in lieu of an operator on multiple engine, tandem, rubber tired, earth moving equipment, they shall receive, in addition to their regular rate, a premium of One Dollar (\$1.00) per hour.

Heavy Duty Repairman apprentices will receive a tool allowance premium of Twenty Five (\$.25) per hour premium

Combination Heavy Duty Repairman/Welder apprentices will receive Fifty Cents (\$.50) per hour premium.

3. MONETARY INCREASES

The Union shall have the option of distributing these increases or any portion of these increases to the hourly wage rate or legally established Fringe Benefit/ Contribution Funds. It shall be understood, however, that the Union must notify BNC at least forty-five (45) days in advance of the proposed effective date of the allocation of such monies.

The wage rates effective October 1, 2004, shall remain in effect until the 1st day of October 2005, and shall continue from year to year thereafter unless the BNC or the Union shall give written notice to the other of a desire to change, amend, or modify such wage rates at least ninety (90) days prior to October 1, 2005.

In the event notice of desire to change, amend, or modify the wage rates of this Agreement is given in accordance with the above, and agreement on a new wage rate is not consummated on or before October 1, 2005, Section 1 and Section 2 of Article -"No Strike, No Lockout" will be suspended solely as to such wage dispute, and until such wage dispute is

resolved. All other provisions of this Agreement shall continue in full force and effect.

B. CLASSIFICATIONS, WAGE RATES AND WORKING CONDITIONS FOR FIELD INSPECTORS:

The work covered by Inspectors covered by this agreement shall be the work defined in the "Nevada Test Site Inspector/Technician Work" Memorandum of Understanding dated February 26, 1992, hereby incorporated into this Agreement by reference.

1. Classifications

Field Inspector:

Journeyman

Step 1 (First six months)

Step 2 (Second six months)

Step 3 (Third six month) (Also Apprentice Base Rate)

NDT Inspector:

Journeyman

Step 1

Step 2

Step 3 (Also Apprentice Base Rate)

2. Apprentice Base Rates: Base Rates (Field Inspection, and NDT Inspection)

| | | |
|-----------|----------------|---------------|
| 0-1000 | Hours - Step 1 | 60% Base Rate |
| 1000-2000 | Hours - Step 2 | 65% Base Rate |
| 2000-3000 | Hours - Step 3 | 70% Base Rate |
| 3000-4000 | Hours - Step 4 | 75% Base Rate |
| 4000-5000 | Hours - Step 5 | 80% Base Rate |
| 5000-6000 | Hours - Step 6 | 85% Base Rate |
| 6000-7000 | Hours - Step 7 | 90% Base Rate |
| 7000-8000 | Hours - Step 8 | 95% Base Rate |

- a) Supporting Operations: When employees covered by this Agreement require assistance, other employees covered by this agreement shall provide that assistance on the following basis: An Inspector shall assist an Inspector, a Non-Destructive Inspector shall assist a Non-Destructive Inspector.

3. CLASSIFICATIONS NOT IDENTIFIED

In the event there is a requirement for a classification for a job subject to the Union Recognition Article, which job classification is not included in this Appendix A, the

Employer, and the Union shall mutually agree in which classification this job shall be included.

If the Employer and the Union cannot reach a mutual agreement as to the proper classification, the Employer shall make the classification within the Appendix A; and if the Union disagrees, the matter shall be immediately subject to Article - Grievance and Arbitration Procedure.

C. FRINGE BENEFITS/CONTRIBUTIONS:

1. **HEALTH AND WELFARE:** The Employer shall contribute per hour for all hours worked by or paid to employees covered by this Agreement to the Operating Engineers Health and Welfare Trust Fund.
2. **PENSION:** The Employer shall contribute per hour for all hours worked by or paid to employees covered by this Agreement to the Operating Engineers Pension Trust Fund.
3. **VACATION-HOLIDAY FUND:** The Employer shall contribute per hour for all hours worked by or paid to employees covered by this Agreement to the Operating Engineers Vacation-Holiday Trust Fund.
4. **JOURNEYMAN AND APPRENTICE TRAINING FUNDS:** The Employer shall contribute per hour for all hours worked by or paid to employees covered by this Agreement to the Operating Engineers Apprenticeship Trust Fund/Southern Nevada Operating Engineers Journeyman Retraining Trust.

D. SUPPLEMENTAL DUES:

The Employer and the Union agree that each employee may give written authorization to the Board of Trustees of the Southern Nevada Operating Engineers Vacation and Holiday Savings Trust to pay to the union from funds held by the Trustees on their behalf, an amount agreed upon between the employee and the Union for each hour of their employment (hours worked or paid) in each payroll as supplemental dues owed by the employee to the Union.

The Union shall bear the entire responsibility for obtaining the written authorization from the employee, signed by the employee and furnishing the authorization to the Board of Trustees. All cost, expenses and fees of the Board of Trustees incidental to the accounting,

administration and remittance to the Union of the supplemental dues payments shall be borne solely and entirely by the Union.

All written authorization referred to above shall be irrevocable for a period of one year from the date of the execution and shall renew automatically from year to year thereafter, unless the employee has served notice upon the Board of Trustees and on the Union, not more than twenty days (20) and not less than ten (10) days prior to the expiration of each period of one year the period of this Agreement, which ever is sooner, terminating the authorization.

The Employer shall not be liable for any claims which may arise by virtue of this provision.

This provision shall not affect the obligation of the Employer to pay the full amount of contributions to the Southern Nevada Operating Engineers Vacation and Holiday Savings Trust as specified elsewhere in this Agreement.

E. GENERAL MEMBERSHIP MEETINGS

The first Saturday following the first Friday in the months of June and December shall be considered non-workday holidays for employees covered by this Agreement.

Any time worked on these Saturdays shall be paid at the triple time rate of pay.

F. FOREMAN/GENERAL FOREMAN:

1. FOREMAN DIFFERENTIALS:

The Operating Engineer Foreman shall be paid Two Dollars (\$2.00) per hour over the hourly rate of the highest Operating Engineer's classification under their direction.

The Operating Engineer General Foreman shall be paid Two Dollars (\$2.00) per hour over the hourly rate of the highest Foreman under their supervision.

The Foremen and/or General Foremen differential will be paid on top of equipment premiums.

2. FOREMAN ASSIGNMENTS:

Whenever there are more than two (2) Journeymen employed, one must be designated as a Foreman who will be allowed to work with their tools. A Foreman may work with their tools until they supervise more than six (6) employees at which time they will become a non-working foreman. A Foreman shall not be required to supervise more than ten (10) craft employees.

When more than ten (10) employees are employed under this Agreement, additional foreman shall be designated. The need for additional Foremen shall be based on work scope, crew size, location of project and safety conditions.

In the event more than two (2) foremen are employed and a third foreman is required, one of the foremen shall be designated as a General Foreman.

Normal procedure shall be for the Foreman to direct Journeymen, and the General Foreman to direct Foremen; however, the nature of the operations involved may, at times, require direction other than the normal procedures set forth herein, on a limited basis

G. PREMIUMS:

1. HAZARD PREMIUM (HEIGHT PAY):

- a) A height differential of One Dollar (\$1.00) per hour will be paid for employees when actually engaged in work more than thirty (30) feet from the ground on a bosun chair, swing scaffold, safety belt, or similar equipment.
- b) Hazard premium (high time), as set forth above, shall be paid to employees only where there is an actual exposure to the hazard. Hazard premium need not be paid where the erection of railings or other guards effectively eliminates the hazard of a free fall.
- c) Hazard premium shall be paid only for the actual hours of exposure. Hazard premium shall be paid in one (1) hour increments.
- d) The hazard premium shall be paid only to the members of a crew exposed to the hazard.

- e) Hazard premium shall not be paid to the Foreman or General Foreman unless he is exposed to the hazard.

- 2. **RESPIRATOR PREMIUM:** When employees are engaged with hazardous work, in Hazmat Areas, and required to wear full protective clothing (coveralls, bootees, gloves, cap, etc.) or a respirator requiring a fit card, they shall receive a premium of one dollar (\$1.00) above their regular rate of pay.

H. SPECIAL EQUIPMENT PREMIUMS

- 1. **Crane Operators** - Operators on equipment with booms of eighty (80) to one hundred (100) feet, including jib and pile driving rigs with hammer leads of eighty (80) to one hundred (100) feet, shall receive Fifty Cents (\$.50) per hour premium pay additional to the regular rate of pay. Thereafter, they shall receive an additional Fifty Cents (\$.50) per hour premium pay additional to the regular rate of pay for each additional twenty (20) feet of boom, including jib.
- 2. **Oilers** - Oilers on equipment with booms of eighty (80) to one hundred (100) feet, including jib and pile driving rigs with hammer leads of eighty (80) to one hundred (100) feet, shall receive Twenty Cents (\$.20) per hour premium pay additional to the regular rate of pay. Thereafter they shall receive an additional Twenty Cents (\$.20) per hour premium pay additional to the regular rate of pay for each additional twenty (20) feet of boom, including jib.
- 3. **Tower Crane Equipment:** It is agreed that two (2) or more Engineer Operators will constitute a complete operating crew on all tower crane equipment (American Peeco, Bucyrus Erie, Mayco-Weitz, Linden and similar types), and they shall receive Forty-Five Cents (\$.45) per hour premium pay in addition to the applicable Equipment Operator's rate of pay. (Long boom premiums shall not apply to this equipment.)
- 4. **Cranes:** A special equipment premium of Twenty Cents (\$.20) per hour shall be paid for the operation of cranes of 100-ton or greater capacity.
- 5. **Hoisting Equipment:** Operators on all hoisting equipment with three (3) drums or more shall receive Fifteen Cents (\$.15) per hour premium pay additional to the regular rate of pay.

6. Gunite Work: Combination Mixer and Compressor Operators on gunite work shall be classified as Concrete Mobile Mixer Operators.
 7. Signalman: The necessity for the use of an employee as a Signalman shall be determined by the Employer. When used, he shall be an Engineer-Oiler, as defined herein, who assists in giving or relaying signals by mechanical means (also by means of hand signals on excavation work) directly to the Operator of hoisting equipment only.
 8. Riggers: Same wage scale as the craft to which rigging is incidental.
 9. Welders: Same wage scale as the craft to which welding is incidental.
- I. **EQUIPMENT OWNER**: When a piece of equipment is driven or operated by its owner and used on work covered by this Agreement, the Owner-Operator of said piece of equipment shall be bound by the provisions of this Agreement.

J. **TOOLS**:

SECTION 1. Heavy Duty Repairmen, Combination Heavy Duty Repairmen and/or Welders shall furnish their own tools. The following tools, when needed, shall be furnished by the Employer, and shall not be furnished by the employees:

| | |
|--|--------------------------------------|
| Pen presses | Spanner wrenches |
| Air or electric wrenches | Electric drills |
| Reamers | Taps and dies |
| Oxy-acetylene hose | Gauges of all kinds |
| Torches and tips | Pipe wrenches, 24 inches or over |
| Gear and Bearing pullers | Torque wrenches and welding machines |
| Wrenches over 2 inches and socket wrenches over 3/4-inch drive | |

SECTION 2. The Employer shall provide a secure place for the storage of a heavy duty repairman's tools. If all or any part of a heavy duty repairman's kit of working tools is lost by reason of the failure of the Employer to provide such a secure place, or by fire, flood, or theft involving forcible entry, while in the secure place designated by the Employer, the Employer shall reimburse

such heavy duty repairman for any such loss from a minimum of Fifty Dollars (\$50) to a maximum Seven Thousand Five Hundred Dollars (\$7,500).

Upon the first day of employment, the employee shall furnish the Employer an accurate inventory list of furnished tools which is to be verified by the Employer.

K. SPECIAL WORKING RULES AND CONDITIONS FOR FIELD SURVEY WORK:

SECTION 1. The following special working rules shall apply only to employees regularly employed in field survey work when the Employer is required by contracting authority to furnish its own field survey work, or when the Employer hires employees to perform field survey work:

- a) In connection with the establishment of control points governing construction operations.
- b) On all types of heavy, highway and engineering construction.

SECTION 2. The use of survey instruments by the following will be considered work outside the scope of this Agreement:

- a) On occasion, the superintendent or office engineer may check the work of the Survey Crew.

SECTION 3. In addition to all other Articles of this Agreement, the following special working rules shall apply:

- a) There shall be a Party Chief as a member of each field survey crew, who shall receive Two Dollars (\$2.00) above the employees of field survey crew. When the Party Chief is in charge of one or more Party Chiefs, they shall be classified as a Chief of Parties and shall receive Two Dollars (\$2.00) above the classification of Party Chief .
- b) A Party Chief shall be qualified by training and experience to do the following work and will be employed to perform the following functions:
 - (1) Determine the exact location and measurements of points, elevations, lines, areas and contours on the earth's surface for the purpose of securing data for construction, map making land elevation, mining or other

purposes, which includes all Global Positioning Systems equipment.

- (2) Determine the information needed to conduct a survey from notes, maps, deeds or other records.
 - (3) Keep accurate notes, records, and sketches of work performed or data secured.
 - (4) Verify by calculation the accuracy of survey data secured.
- c) Employees performing hydrographic work or any work in tunnels or shafts during any one shift shall receive a differential of Fifty Cents (\$.50) per hour premium pay above the regular rate of pay for the classification of work in which they are engaged.
 - d) When required to report at the Employers office before going to work and after work, employees' time will start and end at the Employers office.
 - e) The Employer shall furnish all transits, levels, level rods, chains, tapes, hand levels or similar equipment for the employees. Employees shall be held responsible for the tools or equipment furnished by the Employer.

L. CREWS:

SECTION 1. It is agreed that an Engineer-Operator and Engineer-Oiler or Fireman shall constitute an operating crew and shall be so identified on the following equipment at all times: power shovels, draglines, clamshells, backhoes, all cranes (excluding tower cranes); mucking machines over 1/4-yard capacity, trenching machines (except Ford, Ferguson, Jeeps and similar types), pile drivers, derrick barges, Sierra and Euclid loaders and similar types, and paving mixers. The Engineer-Oiler or Fireman shall be under the direct supervision of the Engineer-Operator.

An Engineer-Oiler shall not be required on wheel-type rough terrain cranes (center mount) up to 30 tons M.R.C., used for hook work only, and on those Wheel type cranes which are factory manufactured to be both driven and operated by the same set of controls and from the same seat of less than 15 tons M.R.C.

The above equipment shall not exceed three (3) axles.

When rubber-tired, boom-type, excavating equipment with a 3/4-yard bucket or less, and rated at less than 15 tons M.R.C., is used, an Engineer-Oiler shall not be required.

When the above-named crew requires assistance, another employee or employees covered by this Agreement shall be used.

At the option of the Employer, any cranes, shovels, draglines, backhoes, and clamshells, which require an Operator and Oiler, may be manned by two Operators.

SECTION 2. Crews on jobsite asphalt plants shall consist of a Plant Engineer, Mixer man, Fireman and Oiler.

SECTION 3. Crews on a central mix concrete plant or a crushing and screening plant shall consist of a Plant Engineer or Mixer man and Oiler.

SECTION 4. When an Operating Engineer requires assistance in the operation and/or repair of equipment or machinery, another employee or employees, covered by this Agreement shall be used.

SECTION 5. Air Compressors and Generators:

a) Air Compressors:

(1) Drilling Operations: When the Employer uses a single unit or combination of units, gasoline- or diesel-driven (excluding rig air), exceeding 900 C.F.M. on a job, an Operating Engineer shall be employed.

(2) Construction or Mining Operations: When the Employer uses any single unit or combination of units, gasoline- or diesel-driven, exceeding 600 C.F.M., on a job, an Operating Engineer shall be employed.

b) Generators - When the Employer uses a generator on his job of 600 kw or greater, an Operating Engineer shall be employed. This does not apply to a combination of similar units, such as 10, 20, 30, 45 kw, etc., or power plant operations.

M. SPECIAL OVERTIME RULES:

SECTION 1. Employees shall receive not less than one-half (1/2) hour of pay at the appropriate overtime rate for firing up and/or starting and oiling and/or greasing equipment or machinery when performed before or after the regular shift.

SECTION 2. When equipment is operated before or after shift or on Saturdays, Sundays or holidays, the employee assigned to such equipment during the regular shift shall work the overtime except in case of emergency and except in cases involving two (2) hours' work or less on Saturdays, Sundays or holidays.

SECTION 3. Option to Work Overtime: When work is performed before or after a shift on Saturdays, Sundays or Holidays, the employee assigned (either as an individual or as a part of a crew) during the regular shift shall have the option to work the overtime.

Where feasible, field repair overtime shall be distributed equitably among the employees performing this work.

N. SAFETY PROVISIONS:

SECTION 1. It is recognized that in a drilling operation of this kind the Government, Employer, and Union have a mutual interest in the rules regarding first aid, safety, health and protective devices governing the performance of this work under this contract.

SECTION 2. The Employer is required to provide adequate safety equipment and will take necessary safety precautions in the performance of the work. The safety precautions referred to above, as in the past, shall be based on, but are not necessarily limited to, the following: federal laws, Department of Energy requirements, State of California Safety Code for Drilling, and normally accepted practices in the drilling industry regarding safety.

SECTION 3. The employees covered by the terms of this Agreement shall, at all times while in the employ of the Employer, be bound by the safety rules and regulations as established by governmental agencies and the Employer. These rules and regulations are to be available to the employees.

SECTION 4. The Union will be advised by the Employer of any new safety rules and regulations prior to

their being placed into effect by the Employer. At the request of the Union, a meeting will be held to discuss such safety rules or regulations as soon after the request as possible.

SECTION 5. It is recognized employees may be required to work in contaminated areas and, when required to do so, these employees may receive radiation exposures which will prohibit them from continuing to work in a radex (radiation exposure) area for a period of time because of certain governing restrictions imposed by the Department of Energy.

In the event an employee is removed from their work assignment due to exposure to radiation, they will not be terminated for this reason, but will be transferred to another job at a comparable hourly rate and will remain in such employment until:

- a) It is determined by competent authority under Department of Energy regulations that they can return to their previous assignment, or
- b) Both the work of their previous assignment and current assignment have been completed and their termination is due to lack of work and not radiation exposure.

Time spent at the direction of the Employer by any employee for showers, examinations, etc., due to radiation exposure shall be paid for at the appropriate rate.

O. WARRANTY WORK:

SECTION 1. Repairs necessitated by defects of material, workmanship, or adjustment of new equipment or machinery covered by a manufacturers or dealers written guarantee and/or warranty may be performed on the jobsite by employees of the manufacturer, or its dealer, for a period not to exceed one hundred and twenty (120) calender days from the date of physical delivery of the equipment to the Employer.

SECTION 2. On remanufactured or restored equipment, a dealers written guarantee and/or warranty shall cover such repairs by the dealers employees on the jobsite for a period of thirty (30) calender days from the date of actual delivery of the equipment to the Employer.

SECTION 3. After said one hundred and twenty (120) calender day period for new equipment and after said

thirty (30) calendar day period for remanufactured or restored equipment, all such repairs and/or servicing of said equipment at the jobsite shall be performed by employees covered by this Agreement or by employees of employers having an appropriate agreement with the International Union of Operating Engineers, Local Union No. 12.

SECTION 4. The terms equipment and machinery mean a complete unit, such as shovel, tractor dozer, scraper or compressor and include component assemblies, such as motors, etc.

P. HIRING/REFERRAL PROCEDURES:

SECTION 1. The Union agrees it will operate the hiring procedures set forth in this Article in a manner which shall be nondiscriminatory as to sex, race, creed, color, national origin, age, handicap, veteran status, and membership or nonmembership in any labor organization and in strict compliance with all federal laws and the laws of the State of Nevada.

SECTION 2. In the employment of workmen for the work covered by this Agreement, the following provisions, subject to the conditions of Article III, Union Recognition, shall govern.

- a) The Union shall establish and maintain open and nondiscriminatory employment lists for workmen desiring employment on work covered by this Agreement, and such workmen shall be entitled to registration and dispatchment subject to the provisions of this Article.
- b) The Employer and the Union recognize they are required, by law, not to discriminate against any person with regard to employment or Union membership because of his race, religion, color, sex, national origin or ancestry, age, handicap, or veteran status, and hereby declare their respect and support of such laws.

This shall apply to hiring, placement for employment, training during employment, rates of pay or other forms of compensation, selection for training, including apprenticeship, layoff or termination, or application for admission to Union membership.

- c) The Employer shall first call the dispatching office for such men as it may from time to time need, and the

dispatching office shall immediately furnish to the Employer the required number of qualified and competent workmen of the classifications needed and requested by the Employer, strictly in accordance with the provisions of this Article.

It shall be the responsibility of the Employer, when ordering men, to give the Union all the pertinent information regarding the workmen's employment.

- d) The selection of workmen for referral to jobs shall be on a nondiscriminatory basis and shall not be based on, or in any way affected by, Union membership, bylaws, rules, regulations, constitutional provisions or any other aspect or obligation of Union membership, policies or requirements.

The dispatching office will furnish, in accordance with the request of the Employer, each such qualified and competent workman from among those entered on said lists to the Employer by use of a written referral in the following order of preference:

Group A

Workmen who have performed work covered by this Agreement and who have registered and are available for work at least two and one-half (2-1/2) years accumulatively within the five (5) years immediately preceding registration at the dispatching office in the territorial jurisdiction of the Union and who are available for employment shall attain Group A status. Subject to the foregoing, Group A workmen who are former employees of the Employer may be requested by name and confirmed in writing by the Employer no later than forty-eight (48) hours after the workman reports for work.

Workmen having established work history prior to June 1, 1985 shall retain Group A status.

Group B

Workmen who have lost their preference as Group A workmen, or who have performed work of the type covered by this Agreement under a collective bargaining agreement of the International Union of Operating Engineers, shall register in Group B.

Group C

Group C workmen are those whose names are entered on said list and who are available for employment but fail to

qualify for Group A or Group B. Such workmen shall have their names entered on the Group C list.

- e) Workmen who have completed the apprenticeship training program established under this Agreement shall obtain Group A status.
- f) Workmen shall obtain Group A status after two and one-half (2-1/2) years' registration and availability as specified under Group A above.
- g) All Officers and Business Representatives of the Union who have had experience in any one (1) or more of the classifications of work contained in this Agreement, and all employees above the rank of craft Foreman or General Foreman employed by the Employer in the area covered by this Agreement, who have previously had work experience in one (1) or more of the classifications contained in this Agreement, shall be deemed to be employed at the trade; and it is the intent of this Section to provide that, upon return to the employment of the Employer as an employee of the trade, they shall do so with the same preference as if they had continually worked for the employer.

SECTION 3. Subject to the foregoing, the individual Employer, shall be the judge as to the competency of all employees and applicants for employment. The Employer may reject any job applicant referred by the Union. All employees must perform their work to the satisfaction of the Employer. All workmen shall be employed in accordance with the provisions of this Agreement. No employee shall be discharged or discriminated against for activities in behalf of, or in representation of the Union not interfering with the proper performance of their duties.

SECTION 4. The Union will maintain a District dispatching office in Las Vegas, Nevada, to provide service to the Employer. The Union shall have its dispatch office open from 8:00 am to 4:30 pm.

Reasonable advance notice (but not later than twenty [20] hours prior to the required reporting time) will be given by the Employer to the dispatch office upon ordering such workmen, and, in the event forty-eight (48) hours after such notice the dispatch office does not furnish such workmen, the Employer may procure workmen from any other source or sources. In the event the Employer shall exercise this option, the Employer will immediately report to the dispatch office each such workman by name.

SECTION 5. All the parties hereto agree that any and all liability which may arise to any person or in any proceedings in any court, or before any governmental agency, in connection with the carrying out of the provisions of this Article, shall be several only. This limitation against joint liability is deemed necessary by the parties because of the fact, recognized by each of them, the parties will act severally and not jointly in such matters, and will, in so acting, not be subject to the control of any of the other parties.

Q. UNION SECURITY

SECTION 1. To the full extent permitted by law, every person performing work covered by this Agreement, who is a member of the Union and in the employment of the Employer on work covered by this Agreement on the effective date of this Agreement, shall, as a condition of employment or continued employment, remain a member in good standing of the Union. Every other person covered by this Agreement and employed to perform work covered by this Agreement shall be required, as a condition of employment, to apply for and become a member of, and to maintain membership in good standing in the Union which has territorial jurisdiction of the area in which such person is performing work on or after the expiration of eight (8) continuous or accumulative days of employment on such work with the Employer following the beginning of such employment, or the effective date of the Agreement, whichever is later. Membership in the Local Union shall be available to any such person on the same terms and conditions generally applicable to other applicants for membership.

SECTION 2. The Employer shall not be required to discharge any employee pursuant to this Section until a written request from the Local Union for such action, stating all pertinent facts showing the noncompliance, shall have been served upon the Employer or its agent or representative, and two (2) working days have been allowed for compliance therewith. The removal and replacement of any workman upon prior written notice to the Employer shall not interrupt or interfere with the progress of the work.

SECTION 3. No employee shall be discharged or discriminated against for activity in, or representation of, the Union or any Local Union. The Union shall be the sole judge of the qualifications to join or maintain membership in the Local Union.

SECTION 4. The individual Employer shall be the sole judge of the qualifications of all its employees and may, discharge for just cause, all discharges shall be subject to the Grievance Procedure.

[R.]DRILLING OPERATIONS – ROTATING SHIFTS

Due to the change in the nature of work at the Nevada Test Site, the Operating Engineers have agreed to a change in the Rotating shift language, Article 20, Section 5, from a minimum of 30 days to 24 days, provided that all other craft agree to this change.

II. SPECIAL WORKING RULES AND CONDITIONS FOR TUNNELS:

- A. DEFINITION:** Tunnel work shall be defined as the actual boring, driving and concreting of tunnels. A Shaft and/or silo shall be defined as sinking of any vertical, inclined or declined shaft, (including stations), by using shaft sinking methods. Any mining performed off the completed shaft shall be considered tunnel work.

In the event a dispute arises in the differentiation between a tunnel or shaft, the Employer and the Union shall meet to resolve the dispute.

B. SHIFTS AND HOURS OF WORK

The "Day Shift" shall determine the start of the workday and shall continue for a 24-hour period. This applies to any day of the week. The day shift shall commence in accordance with the specific Shift provisions outlined below. While in overtime status, an employee will not revert to a lower rate. This does not apply to pre-shift overtime.

SECTION 1. Five Day, Eight Hour (5/8) Single Shift

- a) Seven (7) consecutive hours, exclusive of meal period between 7:00 a.m. and 5:00 p.m., shall constitute a single shift for which eight (8) times the straight-time hourly rate shall be paid. Thirty-five (35) hours, Monday 7:00 a.m. through Friday 5:00 p.m., shall constitute a weeks work.
- b) The workweek shall consist of five (5) workdays, Monday through Friday.

SECTION 2. Five Day, Eight Hour (5/8) Multiple Shifts

- a) When two (2) or more shifts are worked for five (5) or more consecutive days, seven (7) hours of work shall constitute a days work, for which eight (8) times the straight-time rate shall be paid. The Union shall be notified twenty-four (24) hours in advance of the effective date of the starting of such multiple shift operations. There shall be no split or staggered shifts.
- b) Unless a shift runs five (5) or more consecutive days, the Employer shall be required to pay for such shift work at the applicable overtime rate.
- c) Employees reassigned to a shift other than his/her established shift, for a duration of less than five (5) consecutive work days, shall be paid at the applicable overtime rate.
- d) Employees assigned to work the day shift, swing shift, and/or graveyard shift shall receive one-half (1/2) the daily bonus hour for daily work of four (4) hours or less on their shift. They shall receive the full bonus hour for daily work in excess of four (4) hours.
- e) The applicable overtime rate shall be paid for all time worked in excess of seven (7) hours, exclusive of a meal period, in any one (1) shift; all time worked in excess of thirty-five (35) hours in any one (1) week; all time worked before the regularly established starting time and after the established quitting time on each shift; and, all time worked from Friday midnight to Sunday midnight and holidays worked.
- f) Shift time shall start at the designated point of work.

SECTION 3. Four Day, Ten Hour (4/10) Single Shifts:

- a) A four (4) day workweek consisting of four (4) consecutive days of ten (10) hours shifts may be established on a Monday through Thursday or Tuesday through Friday basis, not both. The Employer shall give the Union notification seven (7) days prior to beginning a four (4) day workweek. The four (4) day workweek shall remain in effect for a minimum of two (2) weeks.
- b) The starting time of the day shift will be 6:00 a.m., 6:30 a.m. or 7:00 a.m.

- c) Overlap between the day and night shift, if any, shall not exceed (1) hour. (Overlap is normally for shift change only).
- d) Nine (9) consecutive hours, exclusive of meal period between 7:00 a.m. and 5:30 p.m., shall constitute a single shift for which ten (10) times the straight-time hourly rate shall be paid. Thirty-six (36) hours, Monday through Thursday or Tuesday through Friday shall constitute a weeks work.
- e) On four day work weeks, the tenth (10th) hour worked will be paid at the rate of one and one-half times the straight-time hourly rate.
- f) All hours worked in excess of ten (10) hours will be paid at the double time rate of pay on a regularly scheduled workday.
- g) The first ten (10) hours worked on a first or second scheduled day off shall be paid at the rate of one and one-half times the straight-time hourly rate. All additional hours worked shall be paid at the double-time rate of pay.
- h) All hours worked on the third scheduled day off shall be paid at the double-time rate of pay.
- i) All hours worked on a recognized holiday shall be paid at the applicable Overtime rate, per the Overtime Article of this agreement.

SECTION 4. Four Day, Ten Hour (4/10) Night Shift

- a) When two (2) or more shifts are worked for four (4) or more consecutive days, nine (9) hours of work shall constitute a days work, for which ten (10) times the straight-time rate shall be paid. The Union shall notified twenty-four (24) hours in advance of the effective date of the starting of such multiple shift operations. There shall be no split or staggered shifts.
- b) Unless a shift runs four (4) or more consecutive days, the Employer shall be required to pay for such shift work at the applicable overtime rate.
- c) Employees reassigned to a shift other than his/her established shift, for a duration of less than four (4) consecutive work days, shall be paid at the applicable overtime rate.

- d) Employees assigned to work the day shift or swing shift, shall receive one-half (1/2) the daily bonus hour for daily work of five (5) hours or less on their shift. They shall receive the full bonus hour for daily work in excess of five (5) hours.
- e) The applicable overtime rate shall be paid for all time worked in excess of nine (9) hours, exclusive of a meal period, in any one (1) shift; all time worked in excess of thirty-six (36) hours in any one (1) week; all time worked before the regularly established starting time and after the established quitting time on each shift; and, all time worked on holidays or an employees scheduled day(s) off.
- f) Shift time shall start at the designated point of work.

SECTION 5: CALL-OUT PAY

- a) A call-out prior to and continuous with the employees normally scheduled shift shall be paid on the basis of actual hours worked at the applicable overtime rate.
- b) Employees which have left the job after the completion of their assigned shift, and who are subsequently called out to perform work which is not continuous with their daily working schedule, shall be paid a minimum of four (4) hours pay at the applicable overtime rate for employees assigned to an eight (8) hour shift, or five (5) hours pay at the applicable overtime rate for employees assigned to the ten (10) hour shift, plus one (1) days subsistence. It is recognized that this guarantee is provided because of the special inconvenience imposed upon an employee by a call-out.
- c) If an Employee is contacted in their off-duty hours by an authorized representative of the employer, and asked for technical advice, or to assemble a crew, the employee will be entitled to a minimum of two (2) hours pay at the straight time rate of pay.

C. WORKING CONDITIONS:

1. In addition to those personnel engaged in tunnel work as defined above in Section A, the conditions in Section B - Shifts and Hours of Work, shall apply to Hoist Operator, Inspector, Surveyor for shafts, and other outside Operators, such as Forklift Operators, Mechanics etc. assigned to the portal or collar area in direct support of the underground operations.
2. Employees covered by this Agreement shall perform all repair and service work on equipment, including the washing of all boilers.
3. Crews on power shovels and mucking machines over one-quarter (1/4) yards shall consist of an Engineer-Operator and an Engineer-Oiler, who shall be under the direct supervision of the Engineer-Operator.
4. When employees covered by this Agreement require assistance, other employees covered by this Agreement shall be employed. This shall not change the established practice regarding the use of Oilers and/or Firemen.
5. Employees shall not furnish rubber clothing, boots, safety hats nor special gear. The Employer shall be required to furnish suitable shelter to protect employees from falling materials and the elements, also change house, shower and toilet facilities.
6. The working rules for tunnels shall not apply to sealed air pressure bores. Special agreement shall be negotiated for such work.

D. PREMIUMS:

1. CASED SHAFT PREMIUM

- a) Where employees are required to work in steel-cased holes which are in excess of 1,000 feet and less than 2,500 feet deep and which are converted to mine shafts for the mining of drifts or chambers, the employee shall receive premium pay of Seventy-Five Cents (\$.75) per hour above their regular rate.
- b) Where employees are required to work in steel-cased drill holes which are at least 2,500 feet deep and less than 5,000 feet deep and which are converted to mine shafts for the mining of

drifts or chambers, the employee shall receive premium pay of One Dollar and Twenty-Five Cents (\$1.25) per hour above their regular rate.

Employees who receive the premiums above are not entitled to the Underground Premium as well.

2. **PORTAL-TO-PORTAL TRAVEL:** Employees covered by this Agreement shall be compensated for actual time spent in travel from portal or collar to work face and return from work face to portal or collar at the straight-time hourly rate. Travel time shall be computed and paid in one-quarter (1/4) of an hour, (15 minute) increments.

Portal to portal travel pay shall be paid at the applicable overtime rate when an employee works on Holidays or scheduled day(s) off.

3. **UNDERGROUND PREMIUM:** Employees assigned to work underground shall receive a full shift premium of Fifty Cents (\$.50) per their regular straight-time hourly rate. Employees who receive this premium are not entitled to the Cased Shaft Premium as well.

4. **RE-ENTRY PREMIUM:** Employees engaged in re-entry work and required by the Employer to wear both full protective clothing (coveralls, bootees, gloves, cap, etc.) and a respirator shall receive a premium of One Dollar (\$1.00) above their regular rate of pay.

When employees covered by this Agreement are engaged in re-entry work in a shaft or tunnel there shall be adequate, qualified manpower topside and/or outside as required for safety purposes.

5. **RESPIRATOR PREMIUM:** Employees directed by supervision to wear half or full face respirators, requiring a respirator fit card, shall receive a premium of \$1.00 per hour for a minimum of a half shift or maximum of a full shift, based on half shift wear. Employees who receive this premium are not entitled to the Re-Entry premium as well.

- E. **RUBBER:** Furnishing rubber shall be the responsibility of the Employer. The Employer may require a deposit on all rubber issued to the employee. Deposits on rubber are to be returned to the employee when rubber is returned to the Employer.

- F. **SMOKE CLEARING TIME:** After blasting, employees must wait at least ten (10) minutes after a full round before returning to the point of blasting. A longer waiting period may be required to allow time for clearing of air by the ventilation system and wetting down of the muck pile.

G. **CHANGE HOUSE:**

SECTION 1. The Employer shall establish and maintain a change house at each portal, adit or shaft (or within a reasonable distance thereof) which shall include showers, lockers and heating and drying facilities in accordance with the number of employees in each crew. Each change house shall be so constructed and facilities so provided to assure that all work clothes will dry between shifts.

SECTION 2. Short, dry tunnels are exempted the provisions of this Article if bathing facilities are generally available in nearby living quarters.

Project Labor Agreement for Construction
International Brotherhood of Painters and Allied Trades
Local Union No. 159

APPENDIX A
EFFECTIVE 10/1/02 through 9/30/07

- A. **CLASSIFICATIONS AND WAGE RATES:** The applicable hourly Wage Rates for the following classifications covered by this agreement are identified in the Wage and Benefits Supplement to this Project Labor Agreement.

Classifications:

Group 1

Brush (any surface) and Roller Painter

Group 2

Spray Painter, Specialty Applications
Sandblaster, Pot Tender, Nozzleman
Tapers and Flusher and Detailing
Paper Hanger, Sign Painting

Group 3

Floor Coverers, Carpet, Linoleum, Resilient Tile Workers
Spray Painter (Structural Steel, or when working from
rigging, swing stag or boatswain chair)
Steeple-Jack Painting
Glazier

- B. **MONETARY INCREASES:** The hourly monetary package increases for the first three years of this agreement are identified in the Wage and Benefits Supplement to this Project Labor Agreement.

The Union shall have the option of distributing these increases or any portion of these increases to the hourly wage rate or legally established Fringe Benefit/ Contribution Funds. It shall be understood, however, that the Union must notify BNC and BSC at least forty-five (45) days in advance of the proposed effective date of the allocation of such monies.

The wage rates effective October 1, 2004, shall remain in effect until the 1st day of October 2005, and shall continue from year to year thereafter unless BNC, BSC or the Union shall give written notice to the other of a desire to change, amend, or modify such wage rates at least ninety (90) days prior to October 1, 2005.

In the event notice of desire to change, amend, or modify the wage rates of this Agreement is given in accordance with the above, and agreement on a new wage rate is not consummated on or before October 1, 2005, Section 1 and Section 2 of Article -"No Strike, No Lockout" will be suspended solely as to such wage dispute, and until such wage dispute is resolved. All other provisions of this Agreement shall continue in full force and effect.

C. **FRINGE BENEFITS:** The Employer shall pay in accordance with the provisions identified below. Specific monetary amounts are identified in the Wage and Benefits Supplement to this Project Labor Agreement.

1. **HEALTH AND WELFARE:** The Employer shall contribute per hour for all hours worked by or paid to employees covered by this Agreement to the Painters' Health and Welfare Trust Fund.
2. **PENSION:** The Employer shall contribute per hour for all hours worked by or paid to employees covered by this Agreement to the Painters' Pension Trust Fund.
3. **VACATION SAVINGS PLAN:** The Employer shall contribute per hour for all hours worked by or paid to employees covered by this Agreement to the Vacation Savings Trust Fund.
4. **JOINT APPRENTICESHIP FUND:** The Employer shall contribute per hour for all hours worked by or paid to employees covered by this Agreement to the Joint Apprenticeship Trust Fund.
5. **ANNUITY FUND:** The parties agree that the Union may establish a Joint Annuity Trust Fund any time during the term of this Agreement. The Union shall notify BNC of such fund at least thirty (30) days prior to the effective date of any allocations to the fund.

D. **PREMIUMS**

1. **HIGH TIME/HAZARD PREMIUM:**

SECTION 1. Work over forty (40) feet in height shall be paid at the rate of Fifty Cents (\$.50) per hour above the base classification. All work under forty (40) feet involving swing stage or boatswain chair will carry stage rate or classification.

SECTION 2. Hazard premium shall be paid to employees only where there is an actual exposure to the hazard. Hazard premium need not be paid where the erection of railings, guards or other adequate safety measures effectively eliminates the hazard of a free fall.

SECTION 3. Hazard premium shall be paid only for the actual hours of exposure. Hazard premium shall be paid in one (1) hour increments.

SECTION 4. The hazard premium shall be paid only to the members of a crew exposed to the hazard.

SECTION 5. Hazard premium shall not be paid to the Foreman or General Foreman unless he is exposed to the hazard.

2. **UNDERGROUND PREMIUM:** Any employee covered by this Agreement who does any work underground in tunnels during any one (1) shift shall receive a differential of Fifty Cents (\$.50) per hour premium pay above the stipulated rate of pay for the classification of work in which he may be engaged.
3. **RESPIRATOR PREMIUM:** Employees required by the Employer to wear a respirator which requires a fit card, shall receive a premium of One-Dollar (\$1.00) above their straight-time rate of pay, for a minimum of a half shift or maximum of a full shift, based on half shift wear.
4. **STRUCTURAL STEEL:** On erected structural steel, as defined below, the Steel Painter classification and rate set forth above will be used from the ground up in lieu of the Brush Painter classification. If the steel involved is to be sprayed, a spray premium of Thirty-Five Cents (\$.35) per hour will be paid over and above the rate set forth for the Steel Painter.

On erected structural steel as defined below, the Sandblaster Steel classification and rate set forth above and the Buffing Steel classification and rate set forth above will be used in lieu of the Sandblaster and Buffing classifications and rates, respectively.

Definition: Structural steel shall be defined in accordance with the Steel Construction Manual of the American Institute of Steel Construction. In further clarification, service stations, as such, are not classified as structural steel. Also, upright or horizontal storage tanks set in concrete or similar base, such as tanks used by oil company bulk plants, will not be considered structural steel. However, all tanks mounted on structural steel

supports, such as typical water towers of all designs, shall be considered structural steel.

Nothing contained herein shall in any way be construed to modify the application or interpretation of the provisions of Hazard Premium Pay set forth above.

E. APPRENTICE

A graduated wage scale for apprentices shall be maintained on the following percentage ratios of the Journeyman Spray Painter:

| | |
|-----------------------|-----|
| First six (6) months | 45% |
| Second six (6) months | 55% |
| Third six (6) months | 65% |
| Fourth six (6) months | 75% |
| Fifth six (6) months | 85% |
| Sixth six (6) months | 95% |

F. FOREMEN

1. **FOREMAN DIFFERENTIAL:** Any employee designated by the Employer as a Foreman or General Foreman will be paid Two Dollars (\$2.00) per hour above the straight-time hourly wage rate of the highest classification under his supervision. This includes any Foreman designated to supervise other Foremen. A Foreman designated to supervise other Foremen shall be classified as a General Foreman.

2. **FOREMAN ASSIGNMENTS:**

Whenever there are more than two (2) journeymen employed, one must be designated as a Foreman who will be allowed to work with their tools. A Foreman may work with their tools until they supervise more than six (6) employees at which time they will become a non-working Foreman. Foreman shall not be required to supervise more than ten (10) craft employees.

When more than ten (10) employees are employed under this agreement, additional Foreman shall be designated. The need for additional Foreman shall be based on work scope, crew size, location of project, safety considerations, etc.

In the event more than two (2) Foreman are employed and a third Foreman is required, one of the Foreman shall be designated as a General Foreman.

Normal procedure shall be for the Foreman to direct Journeymen and the General Foreman to direct Foremen; however, the nature of the operations involved may, at times, require direction other than the normal procedures set forth herein, on a limited basis.

G. TOOLS AND WORKING CONDITIONS

1. TOOLS: Workmen shall report to work with the usual tools of the trade consisting of duster, putty knife, broad knife, hammer and screwdriver. A requirement of the bylaws and working rules is that all Journeymen and Apprentices shall furnish and wear clean, white overalls or pants, such uniforms to be changed at least once a week.
2. Paperhangers may supply a straight edge and the usual paperhanger's hand tools, with the Employer supplying all other tools and equipment. The Employer will furnish the necessary tables or boards including such tools as rollers for pastes and adhesives, razor blades, towels, sponges or other materials to properly clean wallpaper, wall coverings for a finished job.
3. CLEAN UP TIME: Employees working under the classification of Spray Painter, Buffing or Taping shall receive five (5) minutes of personal clean-up time prior to their lunch break.
4. SANDBLASTING: All sandblasting and preparatory work to painting coming within the jurisdiction of the Union shall be performed by employee(s) covered by this Agreement. It is agreed that there shall at no time be less than two (2) employees covered by this Agreement to each sandblast machine in operation.
5. SPRAY REGULATIONS: It is recognized that the regulations and control of the use of the spray machine are deemed to be a lawful labor objective on the part of the signatory Union and that the application of such controls must, of necessity, not be merely on a unilateral basis, but moreover, have the effect and purpose of gaining compliance from all signatory parties concerned to the end that both the Union and Employer be at all times aware of the hazards and the injurious effects involved, and that the parties at all times observe and maintain proper and legal safeguards, and reasonable devices be utilized to minimize the danger and hazard to the man involved. White lead, red lead, zinc chromate or any other materials which may be proved to be injurious to the

health of the men will not be allowed to be sprayed under any conditions.

Zinc chromate, under spray regulations, is clarified as follows: When zinc chromate or red lead is a synthetic product, it may be sprayed. When the above materials are of natural oil base, or other base, then it must be brushed.

H. REIMBURSEMENT OF EXPENSES

1. For expenses incurred by an employee for travel to the Nevada Test Site, the employee shall be reimbursed as follows:
 - a. Thirty Dollars (\$30.00) for travel for the first day of employment.
 - b. Thirty Dollars (\$30.00) for travel for the last day of employment.
2. For expenses incurred by an employee for travel to the Tonopah Test Range (TTR), the employee shall be reimbursed as follows:
 - a. Fifty Dollars (\$50.00) for travel for the first day of employment.
 - b. Fifty Dollars (\$50.00) for travel for the last day of employment.
3. Employees who are required to transfer from the NTS to TTR or TTR to NTS time shall receive travel reimbursement of \$50.00 for the first and last day of the job as long as such travel was done on their own time.
4. The reimbursement of expenses provided for in paragraph 1 above shall not be due or paid to any employee who quits his employment, or is discharged for just cause, before the completion of three days' work for the Employer.

I. CHECKOFF OF UNION DUES, INITIATION AND/OR REINSTATEMENT FEES

SECTION 1. Upon receipt of an authorization signed by any employee covered by this Agreement and upon notification from the Union, the Employer shall, in accordance with the terms of such authorization and in acceptance with this Agreement, deduct from such employee's earnings, on the first pay period of each month, the amount owed to the Union by

the employee for his/her monthly Union dues for each month subsequent to the date of the receipt of the Union notification.

SECTION 2. Should any employee who has executed the authorization have no earnings due him/her on the first pay period of any month or should any employee's earnings be less than the amount owed or due, deduction shall be made from that employee's earnings on the first pay period of the succeeding month in which his/her earnings are sufficient to cover such dues owed by such employee.

SECTION 3. Upon receipt of an authorization signed by any employee covered by this Agreement and upon notification from the Union to deduct initiation and/or reinstatement fees, the Employer shall withhold from such employee's earnings an amount for payment of initiation and/or reinstatement fees.

The amount withheld from the earnings of the employee shall be deducted and, when the full amount of such fee has been withheld from such employee's earnings, such authorization shall be null and void and shall thereafter have no further force or effect as to the authorization and/or reinstatement fee involved. However, if the same authorization covers dues, it shall continue in effect as to dues deductions unless revoked in accordance with Section 7.

SECTION 4. The Employer shall promptly mail to the Financial Secretary of the Union a check made payable to the Union for the amount of dues or fees the Employer has withheld during the month involved in accordance with the above provisions. This check shall be accompanied by a list, in duplicate, containing the names of employees and the amount deducted from each employee's earnings. Upon receipt of such check and list, said Financial Secretary of the Union shall sign one (1) copy of such list, acknowledging receipt thereof, and promptly return such signed list to the Employer.

SECTION 5. The Union shall notify the Employer at least thirty (30) days prior to the implementation of an increase in the amount of dues or fees withheld from the earnings of employees.

SECTION 6. Nothing contained herein shall permit the deduction by the Employer of any assessments levied or established by the Union.

SECTION 7. The aforementioned authorization directing the Employer to make the deductions provided for above, which was executed by the employee, shall be irrevocable for the period of this Agreement or for one (1) year, whichever is the lesser and shall automatically renew itself for successive

yearly or applicable agreement periods thereafter, whichever is lesser, unless the employee gives written notice to the Employer and the Union by certified mail, return receipt requested, at least sixty (60) days and not more than seventy-five (75) days before any periodic renewal date, advising the Employer and the Union of that employee's desires to revoke the authorization.

SECTION 8. It is recognized that the provisions of this Article are incorporated into this Agreement for the convenience of the employees covered by this Agreement and who desire that their initiation and/or reinstatement fees or monthly dues be deducted from their earnings. It is expressly understood that once the employee voluntarily executes an authorization, neither the Employer nor the Union shall be under any liability to any employee signatory to such authorization with respect to the deductions provided herein. Furthermore, the Union agrees that upon receipt of proper proof it will refund to the Employer any Union dues, initiation and/or reinstatement fees erroneously or improperly withheld from an employee's earnings by the Employer which had been transmitted by the Employer to the Union.

SECTION 9. The Union agrees to indemnify the Employer and hold it harmless against any and all claims, suits, or other forms of liability that may arise out of any actions which have been requested by the Union in complying with the provisions of this Article.

SECTION 10. The Union dues, initiation and/or reinstatement fees charged to employees covered by this Agreement shall be in accordance with the Union's local bylaws and constitution.

J. VOLUNTARY SUPPLEMENTAL DUES

The Employer and Union agree that each employee may give written authorization to the Board of Trustees of the Painters and Allied Trades Vacation Trust Fund to pay to the Union from funds held by the Trustees on his behalf, an amount agreed upon between the employee and the Union for each hour of his employment (hours worked or paid) in each payroll period, as supplemental dues owed by the employee to the Union.

The Union shall bear the entire responsibility for obtaining the voluntary written authorization from the employee, signed by the employee and furnishing the authorization to the Board of Trustees in a form satisfactory to the Trustees. All costs, expenses and fees of the Board of Trustees incident to the accounting, administration and remittance to the Union of the

supplemental dues payments shall be borne solely and entirely by the Union.

All written authorizations referred to above shall be irrevocable for a period of one year from the date of the execution and shall renew automatically from year to year thereafter, unless the employee has served written notice upon the Board of Trustees and on the Union, not more than twenty (20) days and not less than ten (10) days prior to the expiration of each period of one year or of the period of this Agreement, whichever is sooner, terminating the authorization.

The Employer shall not be liable for any claims which may arise by virtue of this provision.

The provision shall not affect the obligation of the Employer to pay the full amount of contributions to the Painters and Allied Trades Vacation Trust Fund as specified elsewhere in this Agreement.

K. WORKFORCE STABILIZATION

It is agreed between Bechtel Nevada Corporation (BNC) and the Southern Nevada Building and Construction Trade Unions signatory to this Agreement that a stable workforce is mutually beneficial and that fluctuations in the workforce generally increase the overall cost of operations at the NTS. Therefore, when mutually agreed in advance between BNC and the affected Union(s), qualified employees working under the Terms and Conditions of either the NTS Project Labor Agreement for Construction or for Maintenance and Operations may be temporarily transferred, on a short term basis (project not to exceed four (4) working days), to perform work covered by the other Agreement.

It is the intent of this Article to reduce or eliminate the costs associated with processing and terminating employees for short term projects and to utilize current employees, who are qualified to do the work, when they are available within the overall workforce.

The situations that would allow this Article to be utilized shall be mutually agreed to in advance, on a case-by-case basis.

L. REFERRAL PROCEDURES

In accordance with the Hiring Procedure Article of this Agreement, the Employer agrees to abide by the Referral Procedure of the Union, not inconsistent with the Terms and Conditions of this Agreement, and in accordance with their Master Labor Agreement, hereby incorporated by reference.

Project Labor Agreement for Construction
**United Association of Journeymen and Apprentices
of the Plumbing and Pipefitting Industry of the
United States and Canada**
Local Union No. 525

APPENDIX A
EFFECTIVE 10/1/02 through 9/30/07

- A. CLASSIFICATION AND WAGE RATES:** The applicable hourly Wage Rates for the following classifications covered by this agreement are identified in the Wage and Benefits Supplement to this Project Labor Agreement.

Classifications

Journeyman Pipefitter
Inert Gas Welder
Lead Burner and Assistant

- B. MONETARY INCREASES:** The hourly monetary package increases for the first three years of this agreement are identified in the Wage and Benefits Supplement to this Project Labor Agreement.

The Union shall have the option of distributing these increases or any portion of these increases to the hourly wage rate or legally established Fringe Benefit/ Contribution Funds. It shall be understood, however, that the Union must notify BNC and BSC at least forty-five (45) days in advance of the proposed effective date of the allocation of such monies.

The wage rates effective October 1, 2004, shall remain in effect until the 1st day of October 2005, and shall continue from year to year thereafter unless the BNC, BSC or the Union shall give written notice to the other of a desire to change, amend, or modify such wage rates at least ninety (90) days prior to October 1, 2005.

In the event notice of desire to change, amend, or modify the wage rates of this Agreement is given in accordance with the above, and agreement on a new wage rate is not consummated on or before October 1, 2005, Section 1 and Section 2 of Article -"No Strike, No Lockout" will be suspended solely as to such wage dispute, and until such wage dispute is resolved. All other provisions of this Agreement shall continue in full force and effect.

- C. FRINGE BENEFITS:** The Employer shall contribute for each hour worked to the appropriate trust fund listed below. Specific

monetary amounts are identified in the Wage and Benefits Supplement to this Project Labor Agreement.

1. Health and Welfare
2. Local Pension
3. National Pension
4. Apprenticeship

Forms required for reporting the proper amount of fringe benefits shall be furnished to the Employer by the Union. Such reports, together with current payments, shall become delinquent on the 17th day of the month following the end of each monthly reporting period.

It is agreed that, if the Employer fails to pay the proper amount of fringe contributions at the proper time, as set forth above, the Union may engage in a work stoppage to enforce the payment of such contributions, providing, however, a notice in writing is given to the Employer of the Union's intention to engage in such work stoppage at least seventy-two (72) hours in advance of such work stoppage. Any such work stoppage, after proper notice, shall not be considered a violation of the No Strikes or Lockouts Article, of this Agreement.

Employees who lose pay because of such work stoppage shall be paid for all time lost, but not to exceed eight (8) or ten (10) hours' pay for each regularly scheduled work shift missed.

5. Savings Fund: From the wages of each employee covered by this Agreement, the Employer shall deduct the current sum for each hour worked and pay said amount to an account maintained in the employee's name at Bank of America (Nevada), a State chartered bank. This amount is not in excess of, but is a part of, the wage scale and shall be paid to Bank of America (Nevada) along with other contributions made to the existing "Lock Box" account.

The accounts held in each employee's name by Bank of America (Nevada) shall be subject to such rules and regulations as Bank of America (Nevada) has adopted or may adopt pursuant to its charter.

The employer's sole responsibility under this section shall be to pay the amounts described herein.

This provision shall apply to a Financial Institution other than named above, provided the Union notifies the Employer of such change, in writing.

Forms required for reporting the proper amount of fringe benefits shall be furnished to the Employer by the Union. Such reports, together with current payments, shall become delinquent on the 17th day of the month following the end of each monthly reporting period.

It is agreed that, if the Employer fails to pay the proper amount of fringe contributions at the proper time, as set forth above, the Union may engage in a work stoppage to enforce the payment of such contributions, providing, however, a notice in writing is given to the Employer of the Union's intention to engage in such work stoppage at least seventy-two (72) hours in advance of such work stoppage. Any such work stoppage, after proper notice, shall not be considered a violation of the No Strikes or Lockouts Article, of this Agreement.

Employees who lose pay because of such work stoppage shall be paid for all time lost, but not to exceed eight (8) or ten (10) hours' pay for each regularly scheduled work shift missed.

D. APPRENTICE

1. **WAGE RATES:** Wage rates for apprentices shall be the percentage of the journeyman's rate set forth below:

| | | |
|-------------|------------|-----|
| First six | (6) months | 60% |
| Second six | (6) months | 65% |
| Third six | (6) months | 70% |
| Fourth six | (6) months | 75% |
| Fifth six | (6) months | 80% |
| Sixth six | (6) months | 85% |
| Seventh six | (6) months | 90% |
| Eighth six | (6) months | 95% |
| Ninth six | (6) months | 95% |
| Tenth six | (6) months | 95% |

2. **EMPLOYMENT CONDITIONS:** The apprentices employed by the Employer shall be under the supervision of the Las Vegas Joint Apprenticeship Committee. All matters pertaining to apprentices shall be referred to the Joint Apprenticeship Committee, and the Committee's decision shall be binding upon the parties. The Apprenticeship Committee shall be empowered to appoint committees, instructors and teachers necessary for the apprentices' education. It shall be further authorized to administer the trust fund agreement and function as trustees under such agreement.

Apprentices must, at all times during working hours, be under the direct supervision of a journeyman, and at no time shall more than one apprentice work with one journeyman. All orders or directions to apprentices shall be given only through a journeyman.

Employers regularly employing at least one journeyman shall be allowed an apprentice; additional apprentices may be assigned at a ratio of one apprentice for each five (5) journeymen. The parties agree the training of capable people in the craft is well accomplished through the Apprenticeship Training Program, and all parties to this Agreement share equally in this responsibility in accordance with the above ration. It is, therefore, necessary the parties agree that, based on the availability and number of apprentices, the Employer participate in this program by hiring apprentices and meeting the requirement of their training as directed by the Joint Apprenticeship Committee.

It is further agreed the Union may automatically dispatch apprentices, as they are available, to Employers not in compliance with this ratio; conditioned, however, on the fact the Union may not enforce this provision against the undersigned Employer to any greater extent than the level of enforcement by the Union against all other contractors signatory to an agreement with the undersigned Union.

In the event of such an automatic referral, such referral shall include minority and/or female apprentices to the extent necessary for the Employer to maintain and/or help achieve its affirmative action goals and objectives in existence at that time. In no event may such referral worsen the Employer's position regarding achievement of its affirmative action goals and objectives.

In the recruitment, training and employment of apprentices, there shall not be any discrimination because of the race, color, religion, sex, age, veteran status, handicap or national origin of the apprentice or applicant for admission into the Apprenticeship Program.

E. FOREMEN

1. FOREMAN DIFFERENTIAL:

Employees designated as Foreman shall be paid a differential of ten percent (10%) per hour above the Journeyman's rate of pay.

Employees designated as General Foreman shall be paid a differential of twenty percent (20%) per hour above the Journeyman's rate of pay.

2. **FOREMEN ASSIGNMENTS:**

Whenever there are more than two (2) journeymen employed, one must be designated as a Foreman who will be allowed to work with their tools. A Foreman may work with their tools until they supervise six (6) employees at which time they will become a non-working Foreman. Foreman shall not be required to supervise more than ten (10) craft employees.

When more than ten (10) employees are employed under this agreement, additional Foreman shall be designated. The need for additional Foreman shall be based on work scope, crew size, location of project, safety considerations, etc.

In the event more than two (2) Foreman are employed and a third Foreman is required, one of the Foreman shall be designated as a General Foreman.

Normal procedure shall be for the Foreman to direct Journeymen and the General Foreman to direct Foremen; however, the nature of the operations involved may, at times, require direction other than the normal procedures set forth herein, on a limited basis.

It is not the intent of this Article to assign a General Foreman to supervise a crew or to eliminate a Foreman's position. However, in the absence of the Foreman or in emergency situations, etc., a General Foreman can give direction to the crew.

F. PREMIUMS

1. **HIGH TIME/HAZARD PREMIUM:**

SECTION 1. On jobs where employees are required to work from trusses, scaffolds, frames, ladders, bosun chairs, etc., or on open structures, tower or open pits, etc., a distance of forty (40) feet or more from the bottom, ground or floor level, they shall be paid, in addition to other earnings, the straight-time hourly wage rate set forth in Section A of this Appendix. Shift differential shall not be included in the hazard premium herein provided.

SECTION 2. Hazard premium (high time) shall be paid to employees only where there is an actual exposure

to hazard. Hazard premium need not be paid where the erection of railings, guards or other adequate safety measures eliminates the hazard of free fall.

SECTION 3. Hazard premium shall be paid only for the actual hours of exposure. Hazard premium shall be paid in one (1) hour increments.

SECTION 4. The hazard premium shall be paid only to the members of a crew exposed to the hazard. Hazard premium shall not be paid to the Foreman or General Foreman unless he is exposed to the hazard.

2. **RESPIRATOR PREMIUM:** Employees required by the Employer to wear a respirator which requires a fit card, shall receive a premium of One-dollar (\$1.00) above their straight-time rate of pay, for a minimum of a half shift or maximum of a full shift, based on half shift wear.
3. **GALVANIZED WELDING PREMIUM:** Employees assigned to cut or weld galvanized pipe or materials shall receive Twenty-Five Cents (\$.25) per hour above the journeyman wage rate. Blowers shall be provided at all times cutting or welding of galvanized pipe or material is being performed.
4. **UNDERGROUND PREMIUM:** Any employee who performs work underground, in tunnels or shafts, shall receive a full shift premium of Fifty Cents (\$.50) per hour above their regular rate of pay.

G. WELDERS' EXAMINATIONS

SECTION 1. If an applicant is required to take a pre-employment welding test at the NTS and fails the test on the first day of testing, the applicant will be paid for time spent in-processing and one (1) days subsistence allowance, but will not be paid for time spent in the welding facility.

SECTION 2. If an applicant's pre-employment welding test(s) requires more than one day of testing at the NTS, the applicant will be paid for all hours spent in-processing and testing plus one (1) days subsistence allowance, regardless of whether the applicant passes or fails the test(s).

SECTION 3. The Employer and the Union shall continue their efforts to obtain approval to utilize the U.A. Welding Certification Program.

H. REIMBURSEMENT OF EXPENSES

1. For expenses incurred by an employee for travel to the Nevada Test Site, the employee shall be reimbursed as follows:
 - a. Thirty Dollars (\$30.00) for travel for the first day of employment.
 - b. Thirty Dollars (\$30.00) for travel for the last day of employment.
2. For expenses incurred by an employee for travel to the Tonopah Test Range (TTR), the employee shall be reimbursed as follows:
 - a. Fifty Dollars (\$50.00) for travel for the first day of employment.
 - b. Fifty Dollars (\$50.00) for travel for the last day of employment.
3. Employees who are required to transfer from the NTS to TTR or TTR to NTS shall receive travel reimbursement of \$50.00 for the first and last day of the job as long as such travel was done on their own time.
4. The reimbursement of expenses provided for in paragraphs 1, 2 and 3 above shall not be due or paid to any employee who quits his employment, or is discharged for just cause, before the completion of three (3) work days' work for the Employer.

I. WORKING RULES

1. The Employer shall provide a safe, protected space for changing clothes and storage of tools.
2. No employee will be permitted to lease, rent, or lend tools, welding equipment, or any means of conveyance.
3. All tools will be furnished employees, including goggles, welding gloves, hoods and any special clothing that may be necessary for the performance of their work.
4. When an employee is required to perform work in any area where he is exposed to acids, caustics or cleaning solvents, the Employer will provide suitable protective clothing.

5. No employee shall be required to work alone under hazardous conditions. Hazardous conditions shall be deemed to exist when such work is to be performed in hazardous ditches, where torches or welding is to be used in close quarters, or where such work is to be performed with welding and cutting taking place overhead. Such enumeration is not exclusive.
 6. No employee shall be permitted or required to operate a pipe machine from a truck or any other self-propelled conveyance.
- J. **LOAN OF EMPLOYEES:** Employees covered by this Agreement will normally not be loaned from one Employer to another Employer. However, in the event circumstances arise where the loaning of employees from one Employer to another Employer is prudent, the Employer(s) and the Union may mutually agree to authorize the loaning of employees on a case-by-case basis.
- K. **STATE INDUSTRIAL INSURANCE:** The Employer will at all times comply with the rules and regulations of the State Department of Industrial Relations and its Department of Industrial Insurance Regulations.
- L. **PIECE WORK:** The Union and the Employer, having agreed to the terms and conditions contained herein as being fair and equitable, guaranteeing the rights and standards of both management and labor, further agree that no piece work, contracting or time scheduled work will be tolerated between the Employer and any employee or group of employees.

M. BONDING PROVISIONS FOR TRUST FUNDS

Should the Employer be adjudged by a majority of the Board of Trustees of the Plumbers and Pipefitters Local Union No. 525 Benefit Trust Fund to be a recurrent delinquent in the payment of fringe benefits, the Employer shall be required to post a cash or surety bond in the amount of Twenty Thousand Dollars (\$20,000) covering fringe benefits under this Agreement. Such bond shall be deposited with a custodian designated by the parties within ten (10) days from the date of notice to the Employer of the requirement to provide the bond. Such notice must be sent by registered mail with return receipt.

Failure to comply with this provision is a violation of this Agreement and the provisions of the No Strikes or Lockouts Article of this Agreement, shall not be applicable or in force

during the period of noncompliance. Such bond shall remain posted until released by the Trustees under regulations adopted by the Trustees of the appropriate Trust Fund.

- N. CHECKOFF FOR WORKING ASSESSMENT:** The Employer agrees to the concept of checkoff for working assessment at such time as the Union is ready to implement.

O. WORKFORCE STABILIZATION

It is agreed between Bechtel Nevada Corporation (BNC) and the Southern Nevada Building and Construction Trade Unions signatory to this Agreement that a stable workforce is mutually beneficial and that fluctuations in the workforce generally increase the overall cost of operations at the NTS. Therefore, when mutually agreed in advance between BNC and the affected Union(s), qualified employees working under the Terms and Conditions of either the NTS Project Labor Agreement for Construction or for Maintenance and Operations may be temporarily transferred, on a short term basis (project not to exceed four (4) working days), to perform work covered by the other Agreement.

It is the intent of this Article to reduce or eliminate the costs associated with processing and terminating employees for short term projects and to utilize current employees, who are qualified to do the work, when they are available within the overall workforce.

The situations that would allow this Article to be utilized shall be mutually agreed to in advance, on a case-by-case basis.

P. HIRING/REFERRAL PROCEDURES

1. EXCLUSIVE HIRING

- a) Employers shall hire journeymen and apprentices by calling the Union. Whenever an Employer requires employees on any job, he shall notify the Union, either in writing or by telephone, stating the location, starting time, approximate duration of the job, the type of work to be performed, and number of employees required.
- b) The Union agrees to furnish to the Employer, at all times, qualified journeymen and apprentices in a sufficient number, as determined by the Employer, necessary to properly execute the work contracted by

the Employer in the manner and under the terms specified in this Agreement.

- c) If, upon request, the Union is unable within seventy-two (72) hours from the time of receiving the Employers request (Saturdays, Sundays and holidays excluded) the Employer may secure employees from any other source. The time requirement of this Section does not apply in the event of a strike.
- d) An Employer who is currently in default on wages or fringe benefits shall not be entitled to secure employees under the procedures of paragraph c above.

2. LENGTH OF SERVICE/REHIRE RIGHTS

- a) Employees covered by this Agreement have certain accrued rights or benefits for themselves and their dependents under the health and welfare, vacation and other benefit plans, which accrue to them by virtue of length of employment with contractors party to this or preceding collective bargaining agreements with the Union, and such rights are continued while under employment and remain effective until a certain period of time after layoff or discharge.
- b) "Rehire rights" means the right accruing to employees, as hereinafter provided in this Agreement, through length of service with contractors party to this or preceding collective bargaining agreement with the Union, which will entitle the plumber, pipefitter, refrigeration fitter or apprentice to a priority or preference of rehire after termination or layoff.
- c) Qualified journeymen plumbers, pipefitters, refrigeration fitters and apprentices shall be hired and/or rehired in accordance with length of service with contractors party to this or preceding collective bargaining agreements with the Union.

3. REFERRAL

- a) Upon an Employer's request for employees, the Union shall immediately refer qualified and competent journeymen to that Employer in sufficient number required by the Employer in the manner and under the conditions specified in the Agreement. Journeymen shall be referred from the appropriate list in the following order of referral:

- i. Journeymen shall be referred from List 1 in successive order as their names appear on the out-of-work list, and, when List 1 has been exhausted, journeymen shall be referred from List 2 in successive order as their names appear on the out-of-work list and when List 2 is exhausted, journeyman shall be referred from List 3 in the same order.
 - ii. When journeymen listed on List 3 have met the requirements, they shall be automatically transferred to List 2. When journeymen listed on List 2 have met the requirements, they shall be automatically transferred to List 1.
- b) The above referral procedure shall be followed except that:
 - i. Requests by Employers for particular journeymen off List 1, previously employed at the Nevada Test Site (NTS) who have been laid off or terminated (by the Employer making the request) within six (6) months previous to the request, shall be honored without regard to the requested employee's place on the out-of-work list.
- c) In the referral of applicants, the Employer shall be the sole judge of the number of employees required.
- d) The Employer shall retain the right to reject any applicant referred by the Union.

Q. LOCAL UNION ELECTIONS

The third Saturday in the month of December shall be considered a non-workday for employees covered by this Agreement.

Any time worked on this Saturday shall be paid at the triple time (3x) rate of pay.

R. RADIATION EXPOSURE

SECTION 1. It is recognized employees may be required to work in contaminated areas and, when required to do so, these employees may receive radiation exposures which will prohibit them from continuing to work in a radex (radiation exposure) area for a period of time because of certain governing restrictions imposed by the Department of Energy.

In the event an employee is removed from their work assignment due to exposure to radiation, they will not be terminated for this reason, but will be transferred to another job at a comparable hourly rate and will remain in such employment until:

- a) It is determined by competent authority under Department of Energy regulations that they can return to their previous assignment, or
- b) Both the work of their previous assignment and current assignment have been completed and their termination is due to lack of work and not radiation exposure.

Time spent at the direction of the Employer by any employee for showers, examinations, etc., due to radiation exposure shall be paid for at the appropriate rate.

Project Labor Agreement for Construction
United Union of Roofers, Waterproofers & Allied Workers
Local Union No. 162

APPENDIX A
EFFECTIVE 10/1/02 through 9/30/07

- A. CLASSIFICATION AND WAGE RATES:** The applicable hourly Wage Rates for the following classifications covered by this agreement are identified in the Wage and Benefits Supplement to this Project Labor Agreement.

Classifications

Journeyman
Foreman
Lead Maintenance/Serviceperson

NOTE: Whenever a roofer is employed on a Maintenance job, there shall be at least one person Classified as a Lead Maintenance/Service Person.

- B. MONETARY INCREASES:** The hourly monetary package increases for the first three years of this agreement are identified in the Wage and Benefits Supplement to this Project Labor Agreement.

The Union shall have the option of distributing these increases or any portion of these increases to the hourly wage rate or legally established Fringe Benefit / Contribution Funds. It shall be understood, however, that the Union must notify BNC and BSC at least forty-five (45) days in advance of the proposed effective date of the allocation of such monies.

The wage rates effective October 1, 2004, shall remain in effect until the 1st day of October 2005, and shall continue from year to year thereafter unless BNC, BSC or the Union shall give written notice to the other of a desire to change, amend, or modify such wage rates at least ninety (90) days prior to October 1, 2005.

In the event notice of desire to change, amend, or modify the wage rates of this Agreement is given in accordance with the above, and agreement on a new wage rate is not consummated on or before October 1, 2005, Section 1 and Section 2 of Article -"No Strike, No Lockout" will be suspended solely as to such wage dispute, and until such wage dispute is resolved. All other provisions of this Agreement shall continue in full force and effect.

- C. **FRINGE BENEFITS:** The Employer shall pay in accordance with the provisions identified below. Specific monetary amounts are identified in the Wage and Benefits Supplement to this Project Labor Agreement.

SECTION 1. HEALTH & WELFARE

1. Except as otherwise provided in this Agreement, effective the date this Agreement is signed by both parties, the Employer agrees to contribute to the National Roofers Union and Employers Joint Health and Welfare Fund (the "Fund") the current Health and Welfare amount per hour for each compensable hour worked by journeyman, foreman, serviceman and apprentices entitled to coverage by such fund and be bound by terms of the Trust Agreement. The Contractor shall not be obligated to make contributions payable on behalf of helpers to the Fund.
2. The Employer shall fully cooperate and also allow audits of its books and records for reasonable purposes of the Health and Welfare Trust Fund. The Employer shall cooperate in such audits and allow reasonable access to the Trust Fund auditors for such purposes.

SECTION 2. NATIONAL ROOFING INDUSTRY PENSION FUND

1. The National Roofing Industry Pension Fund (the "Pension Fund") was created pursuant to the terms of a certain agreement and declaration of trust dated July 7, 1966 as thereafter amended.
2. Except as otherwise provided in this Agreement, effective on the date this Agreement is signed by the parties, the Employer shall contribute the current amount per hour for each hour worked by an employee on whom the Employer is obligated to make contributions to the Pension Fund under terms of this Agreement.
3. The Employer agrees to be bound by a party to the aforesaid Agreement and declaration of trust and any amendments thereto and agrees to be bound by decisions of the Board of Trustees excluding any action which is prohibited by stature, alters the Employer contractual obligations regarding contributions or which will divert the assets of the Trust Fund was created, namely the establishment of a retirement program for employees in the roofing industry.

4. All payments of the Trust Fund shall be due on or before the 10th day of the next following month of employment for which the contributions are due. Liquidated damages in the sum of ten percent (10%) shall automatically be due and payable on the 20th of that month.

D. DUES CHECK-OFF

1. The contractor agrees to deduct Union dues (which includes periodic fixed dues, initiation and assessments) from the wages of employees covered by the Agreement provided the employees voluntarily execute a lawful check-off authorization form.
2. The Contractor will transmit the amount deducted, together with the names of the employees to the Union no later than the 20th of the following month.
3. It shall be the responsibility of the Union to supply the Contractor with current dues records showing the amount payable by each employee who has voluntarily executed a legal check-off authorization form. The Contractor shall rely upon such records in making wage deductions.
4. If any controversy arises on this account of such deductions, or the application of this Article, the Union will furnish at no expense to the Company necessary and competent legal counsel and will hold the Company harmless from any and all costs, expenses or liability incurred by the Company which is directly or indirectly related to such controversy.

E. APPRENTICESHIP TRAINING PROGRAM

1. Should the Contractor elect in writing to participate in the Nevada Apprenticeship Standards for the Roofing Industry, registered with the State of Nevada Apprenticeship Council, such Apprenticeship Standards shall become part of this Agreement by references as though expressly written therein, and the following shall apply:
2. There shall be established Roofers Joint Apprenticeship Training Committee (hereinafter referred to as "JATC") for the roofing and waterproofing industry of Nevada. The JATC shall be composed of and administered by an equal number of representatives of the Union and Contractor signatory to this labor Agreement.

3. The JATC shall supervise all apprenticeship matters in accordance with this labor Agreement and the Nevada Apprenticeship Standards.
4. The Contractor shall abide by the JATC rules and regulations.
5. All apprentices shall be indentured and registered under the direction of the JATC.
6. The ratio of men/women on any roofing job shall not be greater than one (1) indentured apprentice to one (1) journeyman.
7. Except as otherwise provided in this Agreement, effective the date this Agreement is signed by the parties, the Employer agrees to contribute the current hourly amount to the JATC for each compensable hour worked by journeyman, foreman, and apprentices. The Employer shall not be obligated to make contributions to the JATC for helpers.

Apprentice: Wage rates for Apprentice shall be the percentage of the journeyman's rate set forth below:

| | |
|----------------------------|---------------------|
| 1 st six months | (55% of Journeyman) |
| 2 nd six months | (60% of Journeyman) |
| 3 rd six months | (70% of Journeyman) |
| 4 th six months | (75% of Journeyman) |
| 5 th six months | (85% of Journeyman) |
| 6 th six months | (95% of Journeyman) |

F. FOREMAN

1. A Foreman may work with tools when appropriate or supervise other workers when appropriate.
2. A Journey person of a three (3) person crew or more shall be designated a Foreman. The Foreman's wage shall be twenty percent (20%) over a Journey person's base wage. The Employer shall furnish the Foreman with written instructions covering the work to be performed on each job. A copy of these instructions is to be maintained at all times on the job.

G. SERVICEMAN - Service man shall receive the foreman's rate of pay.

1. A **Serviceman** shall be a competent Journey person who performs service work and/or roof maintenance.

2. A **Lead Serviceman** may supervise other Serviceman, Journeyman or Apprentice as necessary.

H. TOOLS

1. All roofers shall have at least the following hand tools in their possession when they report to work: roofer's knife, insulation knife, hatchet, hammer, tin snips, chalk line, measuring tape, trowel, hard hat, protective clothing, single-ply hand tools (if required) and any other hand tools incidental and required for the proper application of all materials covered by this Agreement.

I. DISPATCHING PROCEDURES

1. The Dispatching Office shall be set up and maintain lists of workmen available for employment and such workmen/women shall be dispatched as follows:
 - a. Free Call: The Contractor may request a particular person(s) by name from the out-of-work-list (such person(s) name must appear on the out-of-work-list and such person(s) shall be dispatched.
 - b. Except as provided in Section B below, when the Contractor does not call for a particular man/woman by name, the Union may dispatch workmen/women in accordance of the Local No. 162 Hiring Hall non-discriminatory Procedures.
2. The Employer may procure employees from any other available source if:
 - a. The registration list is exhausted or registrants refuse referral and the Union is unable to refer qualified applicants for employment to the Employer within forty-eight (48) hours from the time of receiving the Employer's requests (Saturdays, Sundays and Holidays excluded); or
 - b. After the Union informs the Contractor of the persons on the out-of-work-list, and the Contractor in his discretion determines that such persons are unacceptable.
3. Once a workmen/women has been dispatched to a Contractor, he/she is entitled to continue in the employ of the Contractor on other job sites, if the Contractor so directs.

4. If a Contractor takes over the activities of another Contractor at a particular job site, the employees of the latter may continue to operate at the job site for the new Contractor without further registration or dispatch. In such cases, the appropriate Dispatch Office shall be notified of the changes by the Contractor taking over.

Project Labor Agreement for Construction
Sheet Metal Workers' International Association
Local Union No. 88

APPENDIX A
EFFECTIVE 10/1/02 through 9/30/07

- A. CLASSIFICATION AND WAGE RATES:** The applicable hourly Wage Rates for the following classifications covered by this agreement are identified in the Wage and Benefits Supplement to this Project Labor Agreement.

Classification:

Journeyman Sheet Metal Worker

- B. MONETARY INCREASES:** The hourly monetary package increases for the first three years of this agreement are identified in the Wage and Benefits Supplement to this Project Labor Agreement.

The Union shall have the option of distributing these increases or any portion of these increases to the hourly wage rate or legally established Fringe Benefit/ Contribution Funds. It shall be understood, however, that the Union must notify BNC and BSC at least forty-five (45) days in advance of the proposed effective date of the allocation of such monies.

The wage rates effective October 1, 2004, shall remain in effect until the 1st day of October 2005, and shall continue from year to year thereafter unless BNC, BSC or the Union shall give written notice to the other of a desire to change, amend, or modify such wage rates at least ninety (90) days prior to October 1, 2005.

In the event notice of desire to change, amend, or modify the wage rates of this Agreement is given in accordance with the above, and agreement on a new wage rate is not consummated on or before October 1, 2005, Section 1 and Section 2 of Article -"No Strike, No Lockout" will be suspended solely as to such wage dispute, and until such wage dispute is resolved. All other provisions of this Agreement shall continue in full force and effect.

- C. FRINGE BENEFITS:** The Employer shall pay in accordance with the provisions identified below. Specific monetary amounts are identified in the Wage and Benefits Supplement to this Project Labor Agreement.

1. **HEALTH PLAN:** The Employer signatory hereto shall contribute per hour worked by each employee covered by

this Agreement, to the Sheet Metal Workers' Health Plan of Southern California, Arizona and Nevada. This contribution shall be continued during the term of agreement. The payment shall be made on or before the Fifteenth (15th) day of each succeeding month.

2. **TRI STATE PENSION PLAN:** The employer signatory hereto shall contribute per hour worked by each Journeyman covered by this agreement, to the Sheet Metal Workers' Pension Plan of Southern California, Arizona, and Nevada. This contribution shall be continued during the term of this agreement. Payment shall be made on or before the Fifteenth (15th) day of each succeeding month. **NOTE:** A contribution amount of Fifty-Nine Cents (\$.59) shall be paid on all Apprentices.
3. **NATIONAL PENSION PLAN:** The employer signatory hereto shall contribute per hour worked by each employee covered by this agreement, to the Sheet Metal Workers' National Pension Funds. This contribution shall be continued during the term of this agreement. Payment shall be made on or before the Fifteenth (15th) day of each succeeding month.
4. **VACATION FUND:** The employer signatory hereto shall contribute per hour worked by each employee covered by this agreement, as Vacation Pay. The Employer shall treat the contribution to the Vacation Plan as wages, and shall make all legal payroll withholding for income taxes, social security, unemployment insurances, etc., from the total of wages including the vacation pay, and then set aside the full amount of the vacation pay for transmittal each month to the Vacation Fund. This contribution shall be continued during the term of this agreement. Payment shall be made on or before the Fifteenth (15th) day of each succeeding month.
5. **JOURNEYMAN AND APPRENTICE TRAINING FUND:** The Employer signatory hereto shall per hour worked by each employee covered by this agreement, to the Sheet Metal Workers' Apprentice Training and Journeyman Education Fund. This contribution shall be continued during the term of this agreement. Payment shall be made on or before the Fifteenth (15th) day of each succeeding month.
6. **401 (K) PLAN:** Sheet Metal Workers Local No. 88 shall have the option to increase benefit contributions to existing funds or plans and or initiate participation in any additional funds or plans as recognized by the Sheet Metal Workers' International Associations, or to implement a

401(k) Savings Plan or any other tax deferent plan, upon sixty (60) days written notification.

D. PREMIUMS

1. **WELDING:** The Employer agrees to pay those Journeyman Sheet Metal Workers (excluding all apprentices) a premium of Fifty Cents (\$.50) per hour for actual hours spent welding, but not less than one-half shift.

2. **HIGH TIME/HAZARD PREMIUM:**

SECTION 1. Subject to the provisions of this Appendix, employees that are required to work from trusses, scaffolds, frames, ladders, etc., at a distance of twenty-five (25) feet or more from the ground or floor level, they shall receive the following premium pay per hour:

| | |
|-----------------------|----------------|
| 25 feet to 40 feet -- | \$.25 Per hour |
| Above 40 feet -- | \$.50 Per hour |

SECTION 2. Hazard premium, as set forth above, shall be paid to employees only where there is an actual exposure to the hazard. Hazard premium shall not be paid where the erection of railings, guards or other adequate safety measures effectively eliminates the hazard of a free fall.

SECTION 3. Hazard premium shall be paid only for the actual hours of exposure. Hazard premium shall be paid in one (1) hour increments.

SECTION 4. The hazard premium shall be paid only to the members of a crew exposed to the hazard, and shall not be paid to Foremen or General Foremen unless they are exposed to the actual hazard.

3. **RESPIRATOR PREMIUM:** Employees required by the Employer to wear a respirator which requires a fit card, shall receive a premium of One-Dollar (\$1.00) above their straight-time rate of pay, for a minimum of a half shift or maximum of a full shift, based on half shift wear. This shall include any suiting and unsuiting time involved, if applicable.
4. **UNDERGROUND PREMIUM:** Any employee who performs work underground or in tunnels shall receive a full-shift premium of Fifty Cents (\$.50) per hour above their regular rate of pay.

In the event an employee is assigned to work underground on a full time basis, and in the opinion of either the Union or BNC, additional terms and conditions are required, BNC and the Union shall meet and negotiate Terms and Conditions for this work which are the same as or similar to the conditions contained in the "Underground/Tunnel Agreement".

E. FOREMEN

1. FOREMEN DIFFERENTIALS:

Foremen: Sheet Metal Foremen shall receive ten percent (10%) above the Journeyman Sheet Metal Worker's wage rate.

General Foreman: Sheet Metal General Foremen shall receive twenty percent (20%) above the Journeyman Sheet Metal Workers' wage rate.

2. FOREMEN ASSIGNMENTS:

Whenever there are two (2) journeymen employed on a job-site, one must be designated as a Foreman. A Foreman shall not be required to supervise more than seven (7) employees.

When more than eight (8) employees are employed on a jobsite under this agreement, additional Foreman shall be designated. The need for additional working Foreman shall be based on work scope, crew size, location of project, safety considerations, etc.

In the event two (2) Foreman or more are employed, one of the Foreman shall be designated as a General Foreman who may supervise up to seven (7) Sheet Metal Workers including the Foremen or Foreman.

Normal procedure shall be for the Foreman to direct Journeymen and the General Foreman to direct Foremen; however, the nature of the operations involved may, at times, require direction other than the normal procedures set forth herein, on a limited basis.

F. APPRENTICE

Employment of all apprentices shall conform with the apprenticeship standards established and administered by the local joint committees as approved by the appropriate state and federal agencies.

A graduated wage scale for Apprentices shall be maintained on the following percentage ratios of the Journeyman Sheet Metal Worker's rate as identified in the Wage and Benefits Supplement to this Agreement.

| | |
|------------------------------------|-----|
| First year, first six (6) months | 50% |
| First year, second six (6) months | 55% |
| Second year, first six (6) months | 60% |
| Second year, second six (6) months | 65% |
| Third year, first six (6) months | 70% |
| Third year, second six (6) months | 75% |
| Fourth year, first six (6) months | 80% |
| Fourth year, second six (6) months | 85% |
| Fifth year, first six (6) months | 90% |
| Fifth year, second six (6) months | 95% |

No Apprentice shall be employed under the age of eighteen (18) years.

G. TOOLS/PERSONAL PROPERTY

1. **TOOLS:** The following list of hand tools shall constitute the minimum requirements to be furnished by Journeymen and Apprentice Sheet Metal Workers performing work under this Agreement. The employee, upon the first day of employment shall furnish the employer with a completed inventory list of the following tools, which shall be verified by the Employer.

1. Tool Box and hand tray
2. Two (2) hammers
3. Two (2) screwdrivers
4. One (1) pair of pliers
5. One (1) pair each Aviation M1 and M2 snips
6. One (1) pair 18-inch snips
7. One (1) pair Bulldog snips
8. One (1) pair 8-inch dividers
9. One (1) 6-inch folding rule or tape
10. One (1) scratch awl
11. One (1) chisel
12. One (1) center punch
13. One (1) pair hand tongs
14. Two (2) vice grip pliers
15. One (1) hand dolly
16. One (1) 8-inch crescent wrench

The Employer will furnish the tools for cutting stainless steel metal.

2. The Employer shall provide safe protected space for changing of clothes and storage of tools.

Employees covered by this Agreement shall be reimbursed for tools lost as a result of fire, theft or forcible entry, provided a properly priced inventory of the employees tools placed in storage is furnished to the Employer upon employment.

H. WORKING CONDITIONS

1. Employees shall not be permitted to furnish groovers, mallets, power tools, circumference rules, 2-foot squares, 24-inch levels, drill bits or any tools considered unfair to other working men or against the interest of this Union.
2. A general foreman is a journeyman Sheet Metal Worker with one (1) or more foremen under his supervision.
3. It shall be the foreman's responsibility to see that all new hires check with the shop steward before going to work.
4. Employees will not be permitted to load or unload trucks before or after working hours unless they are paid overtime for the same.
5. The Employer shall furnish welding hoods, welding glasses, leathers, safety goggles and respirators where needed.
6. No employee shall be loaned from one (1) Employer to another without following the hiring procedures contained in this Agreement.
7. All employees shall be allowed adequate company time to gather up tools, with a minimum of ten (10) minutes. Employees taken from the shop shall be returned to the shop prior to quitting time with adequate consideration given for cleanup.
8. No employee covered by this Agreement shall be required to drive his personal vehicle over temporary construction roads to remote areas unless such roads are graded and surfaced so as to make them suited to passenger car traffic.
9. Foremen shall not supervise more than seven (7) Sheet Metal Workers.
10. On any crew requiring two (2) to four (4) Journeymen, one (1) of the Journeymen will be designated as a working Foreman who shall have charge of laying out and directing work.

I. REIMBURSEMENT OF EXPENSES

1. For expenses incurred by an employee for travel to the Nevada Test Site, the employee shall be reimbursed as follows:
 - a. Thirty Dollars (\$30.00) for travel for the first day of employment.
 - b. Thirty Dollars (\$30.00) for travel for the last day of employment.
2. For expenses incurred by an employee for travel to the Tonopah Test Range (TTR), the employee shall be reimbursed as follows:
 - a. Fifty Dollars (\$50.00) for travel for the first day of employment.
 - b. Fifty Dollars (\$50.00) for travel for the last day of employment.
3. Employees who are required to transfer from the NTS to TTR or TTR to NTS time shall receive travel reimbursement of \$50.00 for the first and last day of the job as long as such travel was done on their own time.
4. The reimbursement of expenses provided for in paragraphs 1, 2 and 3 above shall not be due or paid to any employee who quits his employment, or is discharged for just cause, before the completion of three (3) days' work for the Employer.

J. WORKFORCE STABILIZATION

It is agreed between Bechtel Nevada Corporation (BNC) and the Southern Nevada Building and Construction Trade Unions signatory to this Agreement that a stable workforce is mutually beneficial and that fluctuations in the workforce generally increase the overall cost of operations at the NTS. Therefore, when mutually agreed in advance between BNC and the affected Union(s), qualified employees working under the Terms and Conditions of either the NTS Project Labor Agreement for Construction or for Maintenance and Operations may be temporarily transferred, on a short term basis (project not to exceed four (4) working days), to perform work covered by the other Agreement.

It is the intent of this Article to reduce or eliminate the costs associated with processing and terminating employees

for short term projects and to utilize current employees, who are qualified to do the work, when they are available within the overall workforce.

The situations that would allow this Article to be utilized shall be mutually agreed to in advance, on a case-by-case basis.

K. HIRING/REFERRAL PROCEDURE

The Employer agrees to abide by the Referral Procedure of the Union, in accordance with their Master Labor Agreement and not inconsistent with the Terms and Conditions of this Agreement, hereby incorporated by reference.

L. CHECKOFF FOR DUES OR WORKING ASSESSMENT: The Employer agrees to the concept of checkoff for dues or working assessment at such time as the Union is ready to implement.

Project Labor Agreement for Construction
Road Sprinkler Fitters
Local Union No. 669, U.A.

APPENDIX A
EFFECTIVE 10/1/02 through 9/30/07

- A. CLASSIFICATION AND WAGE RATES:** The applicable hourly Wage Rates for the following classifications covered by this agreement are identified in the Wage and Benefits Supplement to this Project Labor Agreement.

Classifications:

Journeyman Sprinkler Fitter

- B. MONETARY INCREASES:** The hourly monetary package increases for the first three years of this agreement are identified in the Wage and Benefits Supplement to this Project Labor Agreement.

The Union shall have the option of distributing these increases or any portion of these increases to the hourly wage rate or legally established Fringe Benefit/ Contribution Funds. It shall be understood, however, that the Union must notify BNC and BSC at least forty-five (45) days in advance of the proposed effective date of the allocation of such monies.

The wage rates effective October 1, 2004, shall remain in effect until the 1st day of October 2005, and shall continue from year to year thereafter unless BNC, BSC or the Union shall give written notice to the other of a desire to change, amend, or modify such wage rates at least ninety (90) days prior to October 1, 2005.

In the event notice of desire to change, amend, or modify the wage rates of this Agreement is given in accordance with the above, and agreement on a new wage rate is not consummated on or before October 1, 2005, Section 1 and Section 2 of Article -"No Strike, No Lockout" will be suspended solely as to such wage dispute, and until such wage dispute is resolved. All other provisions of this Agreement shall continue in full force and effect.

- C. FRINGE BENEFITS:** The Employer shall pay in accordance with the provisions identified below. Specific monetary amounts are identified in the Wage and Benefits Supplement to this Project Labor Agreement.

1. NATIONAL AUTOMATIC SPRINKLER INDUSTRY WELFARE FUND:

- a. The Employer shall pay to the Fund per hour for all hours worked by all employees who come under the jurisdiction of this Agreement.
- b. It is mutually agreed that a Welfare Fund on a National Automatic Sprinkler Industry basis has been established for those employees who are covered by this Agreement.

There has been created a Board of Trustees of six (6) members, three (3) appointed by the National Automatic Sprinkler and Fire Control Association, Inc., and three (3) Union Trustees, two (2) appointed in accordance with Local Union 669's Constitution and By-Laws and one (1) appointed in accordance with the National Automatic Sprinkler Industry Welfare Fund Trust Agreement.

The Board of Trustees shall administer the existing Agreement and Declaration of Trust in accordance with Federal, State, and Local laws and shall continue to take all necessary steps to carry out the legal operation of this Welfare Fund.

The Trustees of the National Automatic Sprinkler Industry Welfare Fund are authorized to enter into reciprocal agreements with Trustees of other welfare funds providing for the transfer of contributions between funds so that employees temporarily working outside their home funds' jurisdiction will not lose credit or eligibility for benefits in their home funds. The Trustees shall determine the terms of such reciprocal agreements, the manner of crediting reciprocal contributions and all questions of eligibility based on hours worked under reciprocal agreements.

2. NATIONAL AUTOMATIC SPRINKLER INDUSTRY PENSION FUND:

- a. The Employer shall pay to the Fund per hour for all hours worked by the employees who come under the jurisdiction of this Agreement.
- b. It is mutually agreed that a Pension Fund on a National Automatic Sprinkler Industry basis has been established for those employees who are covered by this Agreement.

There has been created a Board of Trustees of six (6) members, three (3) appointed by the National Automatic Sprinkler and Fire Control Association, Inc., and three (3) Union Trustees, two (2) appointed in accordance with Local Union 669's Constitution and By-Laws and one (1) appointed in accordance with the National Automatic Sprinkler Industry Pension Fund Trust Agreement.

The Board of Trustees shall administer the existing Agreement and Declaration of Trust in accordance with Federal, State, and Local laws and shall continue to take all necessary steps to carry out the legal operation of this Pension Fund.

The Trustees of the National Automatic Sprinkler Industry Pension Fund are authorized to enter into reciprocal agreements with Trustees of other pension funds providing for the transfer of contributions between funds so that employees temporarily working outside their home funds' jurisdiction will not lose credit or eligibility for benefits in their home funds. The Trustees shall determine the terms of such reciprocal agreements, the manner of crediting reciprocal contributions and all questions of eligibility based on hours worked under reciprocal agreements.

3. **APPRENTICESHIP FUND**: The Employer shall pay to the Fund per hour for all hours worked by all employees whose wages are covered by this Agreement.

D. APPRENTICE WAGE RATES

All Apprentices indentured on and after April 1, 1991 will be paid according to the following percentages of the Journeyman's Rate with increases occurring every six (6) months:

Grade 1 Apprentices

| | |
|---------|-----|
| Class 1 | 38% |
| Class 2 | 41% |
| Class 3 | 45% |
| Class 4 | 50% |

Grade 2 Apprentices

| | |
|---------|-----|
| Class 1 | 56% |
| Class 2 | 62% |
| Class 3 | 68% |
| Class 4 | 74% |
| Class 5 | 80% |
| Class 6 | 85% |

Notwithstanding the percentages above, the total of the wage rate plus the S.I.S. contribution for Apprentices shall be a minimum of \$7.50 per hour. Health and Welfare, Education and Industry Promotion Fund contributions shall be made on behalf of Grade 1 Apprentices as required by this Agreement. Pension Fund contributions shall not be required for Grade 1 Apprentices. S.I.S. Fund contributions shall not be required for Grade 1 Apprentices indentured or reindentured on or after April 1, 1991.

Apprentices indentured or reindentured before April 1, 1991 may, upon completion of required study and with the prior written approval of the Joint Apprenticeship and Training Committee, be released from the apprenticeship program and given journeyman status after five (5) years accredited trade experience.

All Apprentices indentured or reindentured on and after April 1, 1991 will be paid according to the following percentages of the Journeyman's Rate, with increases occurring every six (6) months:

Grade 1 Apprentices

| | |
|---------|-----|
| Class 1 | 40% |
| Class 2 | 45% |
| Class 3 | 50% |
| Class 4 | 55% |

Grade 2 Apprentices

| | |
|---------|-----|
| Class 1 | 60% |
| Class 2 | 65% |
| Class 3 | 70% |
| Class 4 | 75% |
| Class 5 | 80% |
| Class 6 | 85% |

Notwithstanding the percentages above, the total of the wage rate plus the S.I.S. contribution for Apprentices shall be a minimum of \$7.50 per hour. Health and Welfare, Education and Industry Promotion Fund contributions shall be made on behalf of Grade 1 Apprentices as required by this Agreement. Pension

Fund contributions shall not be required for Grade 1 Apprentices. S.I.S. Fund contributions shall not be required for Grade 1 Apprentices.

E. FOREMAN/GENERAL FOREMAN

1. **FOREMAN DIFFERENTIAL:** An employee designated by the Employer as Foreman or General Foreman shall be paid a differential of Ten Percent (10%) and Twenty Percent (20%) per hour, respectively, above the Journeyman's rate of pay.
2. **FOREMAN ASSIGNMENTS:**

Whenever there are more than two (2) journeymen employed, one must be designated as a Foreman who will be allowed to work with their tools. A Foreman may work with their tools until they supervise more than six (6) employees at which time they will become a non-working Foreman. Foreman shall not be required to supervise more than ten (10) craft employees.

When more than ten (10) employees are employed under this agreement, additional Foreman shall be designated. The need for additional Foreman shall be based on work scope, crew size, location of project, safety considerations, etc.

In the event more than two (2) Foremen are employed and a third Foreman is required, one of the Foremen shall be designated as a General Foreman.

Normal procedure shall be for the Foreman to direct Journeymen and the General Foreman to direct Foremen; however, the nature of the operations involved may, at times, require direction other than the normal procedures set forth herein, on a limited basis.

F. HAZARD PREMIUM

SECTION 1. Subject to the provisions below, on jobs where employees are required to work from trusses, scaffolds, frames, ladders, bosun chairs, etc., or on open structures, tower or open pits, etc., a distance of forty (40) feet or more from the bottom, ground or floor, they shall be paid, in addition to other earnings, the straight-time hourly wage rate set forth in Section A above. Shift differential shall not be included in the hazard premium herein provided.

SECTION 2. Hazard premium set forth above, shall be paid to employees only where there is an actual exposure to the hazard. Hazard premium need not be paid where the erection of railings, guards or other adequate safety measures effectively eliminates the hazard of a free fall.

SECTION 3. Hazard premium shall be paid only for the actual hours of exposure. Hazard premium shall be paid in one (1) hour increments.

SECTION 4. The hazard premium shall be paid only to the members of a crew exposed to the hazard.

SECTION 5. Hazard premium shall not be paid to the Foreman or General Foreman unless he is exposed to the hazard.

G. HEALTH REQUIREMENTS: The Employer shall provide safe, protected space for changing clothes and storage of tools.

H. WORKING RULES

1. No employee will be permitted to lease, rent or lend tools, welding equipment, or any means of conveyance.
2. All tools will be furnished employees, including goggles, welding gloves, hoods and any special clothing that may be necessary for the performance of their work.

When an employee is required to perform work in any area where he is exposed to acids, caustics or cleaning solvents, the Employer will provide suitable protective clothing.

3. No employee shall be required to work alone under hazardous conditions. Hazardous conditions shall be deemed to exist when such work is to be performed where torches or welding is to be used in close quarters, or where such work is to be performed with welding and cutting taking place overhead. Such enumeration is not exclusive.
4. No employee shall be permitted or required to operate a pipe machine from a truck or any other self-propelled conveyance.

I. LOAN OF EMPLOYEES: Employees covered by this Agreement will not be loaned from one Employer to another Employer. However, in the event circumstances arise where

the loaning of employees from one Employer to another Employer is prudent, the Employer(s) and the Union may mutually agree to authorize the loaning of employees, on a case-by-case basis.

J. REIMBURSEMENT OF EXPENSES

1. For expenses incurred by an employee for travel to the Nevada Test Site, the employee shall be reimbursed as follows:
 - a. Thirty Dollars (\$30.00) for travel for the first day of employment.
 - b. Thirty Dollars (\$30.00) for travel for the last day of employment.
2. For expenses incurred by an employee for travel to the Tonopah Test Range (TTR), the employee shall be reimbursed as follows:
 - a. Fifty Dollars (\$50.00) for travel for the first day of employment.
 - b. Fifty Dollars (\$50.00) for travel for the last day of employment.
3. Employees who are required to transfer from the NTS to TTR or TTR to NTS time shall receive travel reimbursement of \$50.00 for the first and last day of the job as long as such travel was done on their own time.
4. The reimbursement of expenses provided for in paragraph 1 above shall not be due or paid to any employee who quits his employment, or is discharged for just cause, before the completion of three (3) days' work for the Employer.

K. BONDING REQUIREMENTS

Upon signing the Labor Agreement, the Employer, employing men from the Union, shall furnish a surety company bond in the amount of Fifteen Thousand Dollars (\$15,000). Such bond shall be furnished by a company duly qualified to act as surety in the State of Nevada, and on forms as provided by the Union. Such bond shall be made payable to the Union for the use and benefit of the employees and any other party or parties to whom wages or other benefits are to be paid under the terms of this Agreement, to assure payment of such wages and benefits, together with reasonable expenses incurred in the collection thereof.

It is agreed that habitual delinquents shall be required to secure additional bonding.

L. HIRING/REFERRAL PROCEDURES

1. **HIRING OF EMPLOYEES:** Should the Employer fail to secure unemployed 669 Sprinkler Fitter Journeymen, Apprentices or Unindentured Apprentice Applicants from any source available to him, he shall contact the Union requesting a referral of qualified unemployed Sprinkler Fitter Journeymen, Apprentices or Unindentured Apprentice Applicants residing within one hundred (100) miles of the job site. The Union shall be given seventy-two (72) hours from time of notification to refer qualified unemployed sprinkler Fitter Journeymen, Apprentices or Unindentured Apprentice Applicants to perform the work involved.

If the Union fails for any reason to refer unemployed qualified Sprinkler Fitter Journeymen or Apprentices within seventy-two (72) hours, the Employer may hire new Apprentices or Unindentured Apprentice Applicants in accordance with the ratios established in this Agreement and subject to applicable Apprentice selection procedures.

The Employer shall have the right to accept or reject for just cause, any job applicant and to solicit from among applicants those, who in his estimation, are the best qualified.

Journeymen Sprinkler Fitters shall have the right to solicit their own jobs.

Nothing contained herein shall prevent the transfer of an employee from one job to another.

The parties recognize the legitimate interest of preserving and maintaining employment in the area in which work is being performed. Local employees shall therefore be the last laid off when and Employer lays off on a job.

2. **NON-DISCRIMINATION:** There shall be no discrimination with regard to race, color, religion, sex, age, or national origin by either the Union or the Employer relative to employment or conditions of employment. Employers bound by the terms of this Agreement, the masculine pronoun is understood to refer to both genders.

Project Labor Agreement for Construction
Teamsters, Chauffeurs, Warehousemen, and Helpers
Local Union No. 631

APPENDIX A
EFFECTIVE 10/1/02 through 9/30/07

- A. CLASSIFICATIONS AND WAGE RATES:** The applicable hourly Wage Rates for the following classifications covered by this agreement are identified in the Wage and Benefits Supplement to this Project Labor Agreement.

Group 1

Light Duty Driver

Light Duty Drivers shall include service truck drivers, drivers of dump trucks of less than 16 yards water level, drivers of trucks with legal payload capacities of less than 20 tons, drivers of road oil spreader trucks, drivers of water trucks under 4,000 gallons, and drivers of passenger busses on the jobsite.

Group 2

Bootman
Truck Greaser
Light Vehicle Dispatcher
Tireman

Group 3

Heavy Duty Driver
Forklift Driver
Equipment Parts
Warehouseman

Heavy Duty Drivers shall include drivers of dump trucks from 16 yards up to and including 22 yards water level, drivers of trucks with legal payload capacities of 20 tons but less than 30 tons, drivers of Euclid-type spreader trucks, drivers of dumpster trucks, drivers of transit mix trucks of less than 6 yards, drivers of water trucks of 4,000 gallons but less than 6,000 gallons, drivers of fuel trucks 2,500 gallons or greater, and a highway Ross Carrier driver.

Group 4

Extra Heavy Duty Driver
Forklift Driver (over 15 ton)

Extra Heavy Duty Drivers shall include drivers of transit mix trucks of 6 yards or more, drivers of dump trucks over 22 yards water level, drivers of trucks with a legal payload

capacity of 30 tons and over, and drivers of fuel and water trucks of 6,000 gallons and over.

Group 5

Off-Road and Special Equipment Driver:

Off-Road and Special Equipment: All off-road and special equipment shall include transit-mix trucks with more than three (3) axles or twelve (12) yards or more capacity; trucks and trailers in combination with nine (9) axles or more, and load of fourteen (14) feet or more in width, and all water poles. This does not include off-road forklifts.

Winch Truck Premium: Drivers of winch trucks shall be paid a premium of Twelve and One-Half Cents (\$.125) per hour for each hour they are required to operate a power winch, A-frame or similar special hoisting attachments.

- B. MONETARY INCREASES:** The hourly monetary package increases for the first three years of this agreement are identified in the Wage and Benefits Supplement to this Project Labor Agreement.

The Union shall have the option of distributing these increases or any portion of these increases to the hourly wage rate or legally established Fringe Benefit/ Contribution Funds. It shall be understood, however, that the Union must notify BNC and BSC at least forty-five (45) days in advance of the proposed effective date of the allocation of such monies.

The wage rates effective October 1, 2004, shall remain in effect until the 1st day of October 2005, and shall continue from year to year thereafter unless BNC, BSC or the Union shall give written notice to the other of a desire to change, amend, or modify such wage rates at least ninety (90) days prior to October 1, 2005.

In the event notice of desire to change, amend, or modify the wage rates of this Agreement is given in accordance with the above, and agreement on a new wage rate is not consummated on or before October 1, 2005, Section 1 and Section 2 of Article -"No Strike, No Lockout" will be suspended solely as to such wage dispute, and until such wage dispute is resolved. All other provisions of this Agreement shall continue in full force and effect.

- C. FRINGE BENEFITS:** The Employer shall pay in accordance with the provisions identified below. Specific monetary amounts are identified in the Wage and Benefits Supplement to this Project Labor Agreement.

1. **MAJOR MEDICAL**

SECTION 1. The monthly Health and Welfare contribution amount shall be distributed by Teamsters' Local 631 Security Fund to Major Medical, Retiree Medical Funds Payment and Dental/Vision as indicated in the Wage and Benefits Supplement to this Agreement. Contributions set forth in Sections 2 and 3 shall be appropriately distributed by the Security Fund to the Medical, Dental/Vision and Retiree's Medical funds.

SECTION 2. The Employer shall contribute the current monthly amount to the Teamsters' Local 631 Security Fund on behalf of those employees covered by this Agreement who work or are paid during the calendar month for eighty-six (86) hours or more.

SECTION 3. The Employer shall contribute one-half of the monthly amount per month on behalf of those employees covered by this Agreement who work or are paid for **less than** eighty-six (86) hours during the calendar month.

SECTION 4. The Employer shall contribute the hourly amount for employees who have not completed one full calendar month with the employer for all hours worked or paid.

SECTION 5. Any future increase to Health and Welfare shall come from reallocation from Wages.

2. **PENSION PLAN:** The Employer shall contribute the current Pension amount per hour for all hours worked by or paid to employees covered by this Agreement to the Western Conference of Teamsters' Pension Trust Fund.
- a. **Probationary Employees:** The pension contribution for probationary employees shall be ten cents (\$.10) per hour. Employees shall be entitled to the full Pension contribution at the successful completion of the 30 calendar day probationary period.
3. **DISABILITY PLANS:** The Employer agrees to deduct and remit contributions to Short Term and/or Long Term Disability plans as identified by the Union for employees who provide written authorization for such deductions to be made on their behalf.

D. PREMIUMS:

1. **RESPIRATOR PREMIUM:** Employees required by the Employer to wear a respirator which requires a fit card, shall receive a premium of One-Dollar (\$1.00) above their straight-time rate of pay, for a minimum of a half shift or maximum of a full shift, based on half shift wear.
2. **MINE RESCUE:** Employees who are identified to participate as a member of the Mine Rescue Team shall receive a premium of Twenty-Five Cents (\$.25) per hour above their straight-time rate of pay while a member of the team.
3. **EXPLOSIVES:** Employees who are assigned to transport explosives to include detonating devices, dynamite, ammunition/ordnance and related components, shall receive a premium of Fifty Cents (\$.50) per hour above their straight time rate of pay, for a minimum of a half shift or maximum of a full shift, if more than one-half shift is spent transporting explosives.

E. FOREMEN

1. **FOREMAN DIFFERENTIAL:** An employee designated by the Employer as Foreman or General Foreman shall be paid at the rate of One Dollar and Seventy-Five Cents (\$1.75) respectively, per hour more than the highest classification of which he has supervision. The Foreman's and General Foreman's differential will not be paid on top of any equipment premiums.
2. **FOREMAN ASSIGNMENT:**

Whenever there are more than two (2) journeymen employed, one must be designated as a Foreman who will be allowed to work with their tools. A Foreman may work with their tools until they supervise more than six (6) employees at which time they will become a non-working Foreman. Foreman shall not be required to supervise more than ten (10) craft employees.

When more than ten (10) employees are employed under this agreement, additional Foreman shall be designated. The need for additional Foreman shall be based on work scope, crew size, location of project, safety considerations, etc.

In the event more than two (2) Foreman are employed and a third Foreman is required, one of the Foremen shall be designated as a General Foreman.

Normal procedure shall be for the Foreman to direct Journeymen and the General Foreman to direct Foremen; however, the nature of the operations involved may, at times, require direction other than the normal procedures set forth herein, on a limited basis.

It is not the intent of this Article to assign a General Foreman to supervise a crew or to eliminate a Foreman's position. However, in the absence of the Foreman or in emergency situations, a General Foreman can give direction to the crew.

- F. **EQUIPMENT OWNER**: When a piece of equipment is driven or operated by its owner and used on work covered by this Agreement, the owner-operator of said equipment shall be bound by the provisions of this Agreement.
- G. **TRAFFIC CITATIONS**: In the event an employee covered by this Agreement is given a traffic citation for overloads, spills or defective equipment, or other reasons beyond the control of the employee, the Union shall have the right to refer the matter to the Grievance and Arbitration Procedure to determine whether the Employer or the employee is at fault. If it is determined the Employer is at fault, the employee shall be reimbursed for the amount of the fine imposed on account of such citation.
- H. **TOOLS**: Wrenches over two (2) inches, socket wrenches with a three-fourths (3/4) inch drive and all torque wrenches shall be furnished by the Employer.
- I. **MOVING EQUIPMENT**: When equipment is moved from one construction job to another, or from yard to jobsite or vice versa, by an employee covered by this Agreement, such transportation shall be under the wage scales and conditions of this Agreement. In addition, the driver transporting such equipment will be paid actual and/or reasonable expenses incurred on such trips upon the submission of supporting receipts.

The driver shall also be given return transportation, or a reasonable allowance therefor, from the point of delivery of the equipment direct to his starting place and pay therefor at the regular straight-time hourly rate for actual hours spent on traveling, provided that he shall not be paid more than eight (8) hours straight-time pay at his regular wage rate for each day spent in traveling. The payment provided in this paragraph shall constitute full compensation to the driver, and the driver

shall have no claim for any other pay in addition to such payments.

J. MAN HAULS:

It is recognized by the Employer that the driving of Manhauls is within the jurisdiction of the Teamsters. A manhaul is defined as a multi-passenger/multi-craft vehicle generally used to transport several people, at the same time, from a transportation drop-off point or facility to a reporting point or work location that is usually not serviced by company provided transportation.

It is understood between the parties that manhauls may be established by the Employer for remote projects on a case-by-case basis. The determination to establish a manhaul is a management prerogative, however, the Employer agrees to include the Union in the decision making process whenever a manhaul may be required.

K. BONDING PROVISIONS AND TRUST FUNDS

Should the Employer be adjudged by a majority of the Board of Trustees of the Construction Teamsters Fringe Benefit Trust Funds to be a recurrent delinquent in the payment of fringe benefits, the Employer shall be required to post a case or surety bond in the amount of Sixty Thousand (\$60,000) Dollars covering fringe benefits under this Agreement. Such bond shall be deposited with a custodian designated by the parties within ten (10) days from the date of notice to the Employer of the requirement to provide the bond. Such notice must be sent by registered mail with return receipt requested.

Failure to comply with this provision is a violation of this Agreement, and the provisions of Article – "No Strikes or Lockouts", shall not be applicable or in force during the period of noncompliance. Such bond shall remain posted until released by the Trustees under regulations adopted by the Trustees of the appropriate trust fund.

The Union shall be required to furnish the Employer with a current list of those contractors who are adjudged recurrent delinquents and shall be obligated to notify the Contractor by registered letter of any contractor or subcontractor adjudged delinquent.

L. CHECKOFF OF DUES ASSESSMENT

SECTION 1. Upon receipt of an authorization signed by any employee covered by this Agreement and upon notification from the Union, the Employer shall, in accordance with the terms of such authorization and in acceptance with this Agreement, deduct from such employee's earnings, on the first pay period of each month, the amount owed to the Union by the employee for his/her monthly Union dues for each month subsequent to the date of the receipt of the Union notification.

SECTION 2. Should any employee who has executed the authorization have no earnings due him/her on the first pay period of any month or should any employee's earnings be less than the amount owed or due, deduction shall be made from that employee's earnings on the first pay period of the succeeding month in which his/her earnings are sufficient to cover such dues owed by such employee.

SECTION 3. Upon receipt of an authorization signed by any employee covered by this Agreement and upon notification from the Union to deduct initiation and/or reinstatement fees, the Employer shall withhold from such employee's earnings an amount for payment of initiation and/or reinstatement fees. The amount withheld from the earnings of the employee shall be deducted and, when the full amount of such fee has been withheld from such employee's earnings, such authorization shall be null and void and shall thereafter have no further force or effect as to the authorization and/or reinstatement fee involved. However, if the same authorization covers dues, it shall continue in effect as to dues deductions unless revoked in accordance with Section 6.

SECTION 4. The Employer shall promptly mail to the Secretary-Treasurer of the Union a check made payable to the Union for the amount of dues or fees the Employer has withheld during the month involved in accordance with the above provisions. This check shall be accompanied by a list, in duplicate, containing the names of employees and the amount deducted from each employee's earnings. Upon receipt of such check and list, said Secretary-Treasurer of the Union shall sign one (1) copy of such list, acknowledging receipt thereof, and promptly return such signed list to the Employer.

SECTION 5. Nothing contained herein shall permit the deduction by the Employer of any assessments levied against an individual or group of employees unless the levy applies equally to all employees who have provided a signed authorization card.

SECTION 6. The aforementioned authorization directing the Employer to make the deductions provided for above,

which was executed by the employee, shall be irrevocable for the period of this Agreement or for one (1) year, whichever is the lesser and shall automatically renew itself for successive yearly or applicable agreement periods thereafter, whichever is lesser, unless the employee gives written notice to the Employer and the Union by certified mail, return receipt requested, at least sixty (60) days and not more than seventy-five (75) days before any periodic renewal date, advising the Employer and the Union of that employee's desire to revoke the authorization.

SECTION 7. It is recognized that the provisions of this Article are incorporated into this Agreement for the convenience of the employees covered by this Agreement and who desire that their initiation and/or reinstatement fees or monthly dues be deducted from their earnings. It is expressly understood that once the employee voluntarily executes an authorization, neither the Employer nor the Union shall be under any liability to any employee signatory to such authorization with respect to the deductions provided herein. Furthermore, the Union agrees that upon receipt of proper proof it will refund to the Employer any Union dues, initiation and/or reinstatement fees erroneously or improperly withheld from an employee's earnings by the Employer, which had been transmitted by the Employer to the Union.

SECTION 8. The Union agrees to indemnify the Employer and hold it harmless against any and all claims, suits, or other forms of liability that may arise out of any actions which have been requested by the Union in complying with the provisions of this Article.

SECTION 9. The Union dues, initiation and/or reinstatement fees charged to employees covered by this Agreement shall be in accordance with the Union's local bylaws and constitution.

SECTION 10. The Employer agrees to withhold on a once-a-month basis from employees who have signed a proper authorization card, a donation made out to DRIVE which is to be submitted to Teamsters Local Union No. 631 for transmittal to DRIVE National Headquarters. The funds submitted are to be accompanied by a listing of the name and social security number of each employee in whose behalf a deduction is made. No such authorization shall be recognized if in violation of state or federal law. No deduction shall be made which is prohibited by applicable law.

M. PROBATIONARY PERIOD

All employees shall undergo a probationary period of thirty (30) calendar days at the time of initial hire by the Employer. If an

employee is separated from employment before such probationary period has been completed, the employee shall have no call-back rights Article N – Referral Procedures, Section 3. Upon satisfactory completion of the probationary period, the employee shall be entitled to be called back in accordance with Article N - Section 3.. An employee who has not completed the probationary period may be discharged for any reason without any right to dispute the discharge under the Grievance and Arbitration procedure.

N. REFERRAL PROCEDURES

SECTION 1. The Employer agrees to abide by the Referral Procedures of Local 631, not inconsistent with the terms and conditions of this Agreement.

SECTION 2. The Union shall establish and maintain separate open and nondiscriminatory out of work lists for workers desiring employment on work covered by this Agreement, and such workers shall be entitled to registration and dispatching subject to the provisions of this Article and the Unions dispatching procedures. Such workmen must be unemployed and available for work.

The Employer shall contact the Unions dispatch office for workmen they may need from time to time and the Union shall furnish to the Employer the required number of qualified and competent workers of the classifications needed and requested by the Employer, strictly in accordance with the provisions of this Article. The Employer will give reasonable advance notice of at least twenty-four (24) hours prior to the reporting time to the dispatching office upon ordering such workers.

It shall be the responsibility of the Employer, when ordering workers to give the Union all of the pertinent information regarding the worker's employment by facsimile.

SECTION 3: The Employer may request employees "by-name" in accordance with the following:

- a. Employees who have been laid off will be called by name within 6 months of layoff. The last person laid off shall be called back first, provided they are qualified to perform the available work. Employees will be laid off in accordance with the company's Craft Employee Evaluation Procedure.

SECTION 4. The Union will furnish, in accordance with the "open-call" request of the Employer, each such qualified worker from among those entered on said lists, to the Employer, by use of a written referral in the following order of preference:

"A" Construction List-Worker: Workers who are properly signed up in the Unions dispatch office, and since July 1, 1998 have worked in excess of five hundred (500) hours on a proper dispatch for a Signatory Construction Contractor with Local 631, under a Construction Agreement in the jurisdiction of Teamsters Local 631 since October 1, 1997, that possess the qualifications listed in this Agreement and have had their qualifications approved by the director of the Teamsters Construction/NTS Training Center.

"B" Construction List-Worker: Workers who are properly signed up in the Unions dispatch office, who within the five (5) years immediately preceding registration at the dispatching office have performed work in the classifications of the Signatory Union, covered by a Local 631 Construction Agreement, and who have had their qualifications approved by the director of the Teamsters Construction/NTS Training Center.

"C" Construction List-Worker: Workers that are properly signed up in the Unions dispatch office, and possess the qualifications listed in a Local 631 Construction Agreement, and have had their qualifications approved by the Director of the Teamsters Construction/NTS Training Center.

APPENDIX B

SPECIAL PROVISIONS FOR TUNNELS

A. WORK SUBJECT TO THIS AGREEMENT

SECTION 1. The provisions Appendix B shall apply to employees covered by this Agreement who are permanently assigned to a tunnel or shaft project. The terms and conditions of this Agreement, including Appendix A shall also apply to Tunnel Work, except for "SHIFTS AND HOURS OF WORK", which shall be in accordance with Article B of this Appendix as outlined below.

SECTION 2. Tunnel work shall be defined as the actual boring, driving and concreting of tunnels. A Shaft and/or silo shall be defined as sinking of any vertical, inclined or declined shaft, (including stations) by using shaft sinking methods. Any mining performed off the completed shaft shall be considered tunnel work.

In the event a dispute arises in the differentiation between a tunnel or shaft, BNC and the Union shall meet to resolve the dispute.

B. SHIFTS AND HOURS OF WORK

The "Day Shift" shall determine the start of the workday and shall continue for a 24-hour period. This applies to any day of the week. The day shift shall commence in accordance with the specific Shift provisions outlined below. While in overtime status, an employee will not revert to a lower rate. This does not apply to pre-shift overtime.

SECTION 1. Five Day, Eight Hour (5/8) Single Shift

- a) Seven (7) consecutive hours, exclusive of meal period between 7:00 a.m. and 5:00 p.m., shall constitute a single shift for which eight (8) times the straight-time hourly rate shall be paid. Thirty-five (35) hours, Monday 7:00 a.m. through Friday 5:00 p.m., shall constitute a weeks work.
- b) The workweek shall consist of five (5) workdays, Monday through Friday.

SECTION 2. Five Day, Eight Hour (5/8) Multiple Shifts

- a) When two (2) or more shifts are worked for five (5) or more consecutive days, seven (7) hours of work shall constitute a days work, for which eight (8) times the straight-time rate shall be paid. The Union shall be notified twenty-four (24) hours in advance of the effective date of the starting of such multiple shift operations. There shall be no split or staggered shifts.
- b) Unless a shift runs five (5) or more consecutive days, the Employer shall be required to pay for such shift work at the applicable overtime rate.
- c) Employees reassigned to a shift other than his/her established shift, for a duration of less than five (5) consecutive work days, shall be paid at the applicable overtime rate.
- d) Employees assigned to work the day shift, swing shift, and/or graveyard shift shall receive one-half (1/2) the daily bonus hour for daily work of four (4) hours or less on their shift. They shall receive the full bonus hour for daily work in excess of four (4) hours.
- e) The applicable overtime rate shall be paid for all time worked in excess of seven (7) hours, exclusive of a meal period, in any one (1) shift; all time worked in excess of thirty-five (35) hours in any one (1) week; all time worked before the regularly established starting time and after the established quitting time on each shift; and, all time worked from Friday midnight to Sunday midnight and holidays worked.
- f) Shift time shall start at the designated point of work.

SECTION 3. Four Day, Ten Hour (4/10) Single Shifts:

- a) A four (4) day workweek consisting of four (4) consecutive days of ten (10) hours shifts may be established on a Monday through Thursday or Tuesday through Friday basis, not both. The Employer shall give the Union notification seven (7) days prior to beginning a four (4) day workweek. The four (4) day workweek shall remain in effect for a minimum of two (2) weeks.
- b) The starting time of the day shift will be 6:00 a.m., 6:30 a.m. or 7:00 a.m.
- c) Overlap between the day and night shift, if any, shall not exceed (1) hour. (Overlap is normally for shift change only).

- d) Nine (9) consecutive hours, exclusive of meal period between 7:00 a.m. and 5:30 p.m., shall constitute a single shift for which ten (10) times the straight-time hourly rate shall be paid. Thirty-six (36) hours, Monday through Thursday or Tuesday through Friday shall constitute a weeks work.
- e) On four day work weeks, the tenth (10th) hour worked will be paid at the rate of one and one-half times the straight-time hourly rate.
- f) All hours worked in excess of ten (10) hours will be paid at the double time rate of pay on a regularly scheduled workday.
- g) The first ten (10) hours worked on a first or second scheduled day off shall be paid at the rate of one and one-half times the straight-time hourly rate. All additional hours worked shall be paid at the double-time rate of pay.
- h) All hours worked on the third scheduled day off shall be paid at the double-time rate of pay.
- i) All hours worked on a recognized holiday shall be paid at the applicable Overtime rate, per the Overtime Article of this agreement.

SECTION 4. Four Day, Ten Hour (4/10) Night Shift

- a) When two (2) or more shifts are worked for four (4) or more consecutive days, nine (9) hours of work shall constitute a days work, for which ten (10) times the straight-time rate shall be paid. The Union shall notified twenty-four (24) hours in advance of the effective date of the starting of such multiple shift operations. There shall be no split or staggered shifts.
- b) Unless a shift runs four (4) or more consecutive days, the Employer shall be required to pay for such shift work at the applicable overtime rate.
- c) Employees reassigned to a shift other than his/her established shift, for a duration of less than four (4) consecutive workdays, shall be paid at the applicable overtime rate.
- d) Employees assigned to work the day shift or swing shift, shall receive one-half (1/2) the daily bonus hour for daily work of five (5) hours or less on their shift. They shall receive the full bonus hour for daily work in excess of five (5) hours.

e) The applicable overtime rate shall be paid for all time worked in excess of nine (9) hours, exclusive of a meal period, in any one (1) shift; all time worked in excess of thirty-six (36) hours in any one (1) week; all time worked before the regularly established starting time and after the established quitting time on each shift; and, all time worked on holidays or an employees scheduled day(s) off.

f) Shift time shall start at the designated point of work.

SECTION 5: CALL-OUT PAY

a) A call-out prior to and continuous with the employees normally scheduled shift shall be paid on the basis of actual hours worked at the applicable overtime rate.

b) Employees which have left the job after the completion of their assigned shift, and who are subsequently called out to perform work which is not continuous with their daily working schedule, shall be paid a minimum of four (4) hours pay at the applicable overtime rate for employees assigned to an eight (8) hour shift, or five (5) hours pay at the applicable overtime rate for employees assigned to the ten (10) hour shift, plus one (1) days subsistence. It is recognized that this guarantee is provided because of the special inconvenience imposed upon an employee by a call-out.

c) If an Employee is contacted in their off-duty hours by an authorized representative of the employer, and asked for technical advice, or to assemble a crew, the employee will be entitled to a minimum of two (2) hours pay at the straight time rate of pay.

C. WORKING CONDITIONS:

1. In addition to those personnel engaged in tunnel work as defined above in Section A, the conditions in Section B - Shifts and Hours of Work, shall apply to Hoist Operator, Inspector, Surveyor for shafts, and other outside Operators, such as Forklift Operators, Mechanics etc. assigned to the portal or collar area in direct support of the underground operations.
2. Employees covered by this Agreement shall perform all repair and service work on equipment, including the washing of all boilers.
3. Crews on power shovels and mucking machines over one-quarter (1/4) yards shall consist of an Engineer-Operator

and an Engineer-Oiler, who shall be under the direct supervision of the Engineer-Operator.

4. When employees covered by this Agreement require assistance, other employees covered by this Agreement shall be employed. This shall not change the established practice regarding the use of Oilers and/or Firemen.
5. Employees shall not furnish rubber clothing, boots, safety hats or special gear. The Employer shall be required to furnish suitable shelter to protect employees from falling materials and the elements, also change house, shower and toilet facilities.
6. The working rules for tunnels shall not apply to sealed air pressure bores. Special agreement shall be negotiated for such work.

D. PREMIUMS:

1. CASED SHAFT PREMIUM

- a) Where employees are required to work in steel-cased holes which are in excess of 1,000 feet and less than 2,500 feet deep and which are converted to mine shafts for the mining of drifts or chambers, the employee shall receive premium pay of Seventy-Five Cents (\$.75) per hour above their regular rate.
- b) Where employees are required to work in steel-cased drill holes which are at least 2,500 feet deep and less than 5,000 feet deep and which are converted to mine shafts for the mining of drifts or chambers, the employee shall receive premium pay of One Dollar and Twenty-Five Cents (\$1.25) per hour above their regular rate.

Employees who receive the premiums above are not entitled to the Underground Premium as well.

2. **PORTAL-TO-PORTAL TRAVEL:** Employees covered by this Agreement shall be compensated for actual time spent in travel from portal or collar to work face and return from work face to portal or collar at the straight-time hourly rate. Travel time shall be computed and paid in one-quarter (1/4) of an hour, (15 minute) increments.

Portal to portal travel pay shall be paid at the applicable overtime rate when an employee works on Holidays or scheduled day(s) off.

3. **UNDERGROUND PREMIUM:** Employees assigned to work underground shall receive a full shift premium of Fifty Cents (\$.50) per their regular straight-time hourly rate. Employees who receive this premium are not entitled to the Cased Shaft Premium as well.

4. **RE-ENTRY PREMIUM:** Employees engaged in re-entry work and required by the Employer to wear both full protective clothing (coveralls, bootees, gloves, cap, etc.) and a respirator shall receive a premium of One Dollar (\$1.00) above their regular rate of pay.

When employees covered by this Agreement are engaged in re-entry work in a shaft or tunnel there shall be adequate, qualified manpower topside and or outside as required for safety purposes.

E. **RUBBER:** Furnishing rubber shall be the responsibility of the Employer. The Employer may require a deposit on all rubber issued to the employee. Deposits on rubber are to be returned to the employee when rubber is returned to the Employer.

F. **SMOKE CLEARING TIME:** After blasting, employees must wait at least ten (10) minutes after a full round before returning to the point of blasting. A longer waiting period may be required to allow time for clearing of air by the ventilation system and wetting down of the muck pile.

G. **CHANGE HOUSE:**

SECTION 1. The Employer shall establish and maintain a change house at each portal, adit or shaft (or within a reasonable distance thereof) which shall include showers, lockers and heating and drying facilities in accordance with the number of employees in each crew. Each change house shall be so constructed and facilities so provided to assure that all work clothes will dry between shifts.

SECTION 2. Short, dry tunnels are exempted the provisions of this Article if bathing facilities are generally available in nearby living quarters.

END OF CONTRACT

